



## Blanket Contract # 20200461

### City of Springfield Blanket Contract Tracer Log

**INSTRUCTIONS:** Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			KV	01/13/2020
Housing	<i>gjm</i>	1-14-20	<i>GM</i>	1/14/20 * <i>Forwarded to Disaster Recovery</i>
City Comptroller	<i>PSB</i>	1-14-2020	<i>PSB</i>	1-15-2020
Law	<i>PF</i>	1-17-20	<i>PF</i>	1-17-20
CAFO	<i>Ymm</i>	1-21-20	<i>Ymm</i>	1-22-20
Mayor	<i>MM</i>	1-22-20		
Office of Procurement	<i>W</i>	1/23/2020		

Vendor No.: 11914      Contract No: 20200461      Blanket Contract Date: 11/04/2019

Blanket Contract Amount \$100,000.00

Blanket Renewal Date: 08/01/2020

Blanket Contract Expiration Date: 11/03/2022

Req No.:

Act No.:

Bid No.: 20-054

Vendor Name: FUSS & O'NEILL INC

Blanket Contract Purpose: Price Agreement for On-Call Lead Abatement Environmental Services

Requesting Dept.: Housing

TYPE OF DOCUMENT (Please select at least one):

- New     
  Amendment     
  Extension     
  Renewal



**ON-CALL SERVICE CONTRACT FOR LEAD ABATEMENT ENVIRONMENTAL SERVICES**

This Agreement is effective as of the date of execution by all parties, by and between the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Director of Housing and Neighborhood Services and Disaster Recovery and Compliance, with the approval of the Mayor (collectively referred to herein as "HOUSING"), and **Fuss & O'Neill Inc.**, a Massachusetts company, with a mailing address at 1550 Main Street, Suite 400, Springfield, MA 01103 (hereinafter the "Contractor").

**WHEREAS**, HOUSING is in need of a qualified and experienced Contractor to provide Lead Abatement Environmental Services for the City of Springfield HOUSING to utilize for lead testing, inspections, re-inspections and reporting in connection with City funded housing repair projects; and

**WHEREAS**, the Contractor has the experience, product knowledge, skills and qualifications to provide the requested services and is willing to perform these services under the terms and conditions of this Agreement; and

**WHEREAS**, the services to be performed by the Contractor are services procured through the Invitation for Bid process (See City IFB No. 20-054, attached hereto as **Exhibit A** and incorporated by reference) prescribed by Massachusetts General Laws Ch. 30B§5;

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

**I. SCOPE OF SERVICES**

**A. General**

The project scope includes, but is not limited to:

- Providing lead environmental consulting services to City staff and/or contractors hired by the City/property owners as requested by the City of Springfield.
- Providing advice and/or recommendations on environmental regulations, as requested by the City of Springfield.
- Staying abreast of local, state and federal lead testing, monitoring, reporting, abatement and clearance requirements and advising the City of Springfield on changes.
- Researching environmental history of properties, as requested by the City of Springfield.
- Corresponding with various state and federal environmental agencies including the DEP, CLPPP and EPA on the behalf of the City of Springfield.
- Submitting required reports on behalf of the City of Springfield to the DEP, EPA, CLPPP and/or other environmental regulatory agencies.
- Provide pre-rehab lead paint property assessments, reports and abatement cost estimates.

- Perform re-inspections for all projects and subsequent re-inspections for projects that do not pass the initial inspections, as necessary.
- Provide strategies and methods for lead abatement and remediation that are compliant with all relevant laws, as requested by the City of Springfield.
- Sampling, surveying and reporting of suspected lead paint.
- Providing oversight during the removal of lead paint, including post-removal samples and reporting.
- Providing monitoring and oversight of lead abatement for various City funded rehab projects.
- Performing lead compliance inspections for various City funded rehab projects and providing results to the City and contractors.
- Issue letters of compliance for compliant units following completed lead abatement inspections.
- The Proposer would be required to have the ability to manage a minimum of five (5) projects simultaneously.

## **II. CLAUSE**

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will

not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### III. TERMS OF SERVICE

A. Contractor Contact. The parties agree that Eric Bernardin shall be the principal representative assigned to this agreement, available at (413) 452-0445, and ebernardin@fando.com. The Contractor shall not make changes in personnel assigned to this Project without prior notification to, and approval from, the Director of the HOUSING, or his authorized designee/s.

B. HOUSING Contact. In the performance of this Agreement, the Contractor's primary contact person at HOUSING is Geraldine McCafferty, Director of Housing, by email at gmaccafferty@springfieldcityhall.com ("HOUSING Liaison"). The HOUSING Liaison or his/her designee will be the Contractor's contact person at the HOUSING, will respond to the Contractor's questions related to the Project, and will receive the Contractor's reports and deliverables related to the Project.

C. Contractor's Warranty. The Contractor warrants that the services provided hereunder will be performed in a professional and workmanlike manner and shall conform to the Requirements more specifically set forth in this Agreement and Exhibit A.

D. Confidentiality Agreement.

1. The Contractor agrees that any and all reports prepared and conclusions reached in the performance of this Agreement are for the confidential information of the City and the Contractor shall not disclose any of the same in whole or in part to any person whatsoever or discuss the same with any person whatsoever, other than the City's authorized representative, except when called upon to do so and when authorized by the City.

2. During the term of this contract, the Contractor may have access to and become acquainted with information of a confidential or proprietary nature ("Confidential Information"), which may be either applicable or related to the present or future business of the City or the business of the HOUSING and/or officials and employees, or other confidential information concerning the HOUSING or the City. The Contractor shall (i) not use for its own benefit or knowingly disclose to or use for the benefit any other person, any Confidential Information without the City's prior written consent; (ii) use at least the same degree of care and precautions to protect the Confidential Information from disclosure that it employs with respect to its own confidential information; (iii) disclose Confidential Information only to those of its employees or Contractor who require access to perform its obligation under this Agreement; and (iv) take appropriate action by instruction, agreement or otherwise with the City's employees or other persons allowed such access to satisfy the foregoing obligations. The Contractor will comply with all applicable laws relative to such Confidential Information.

3. This Section shall not apply to any information which (i) is or becomes publicly available through no fault of the Contractor; (ii) is already in the Contractor's possession without restriction on disclosure when disclosed by the City; (iii) is independently developed by the City without use of Confidential Information; or (iv) is rightfully obtained from third parties without restriction on disclosure.

E. Satisfaction. The Contractor is responsible for ensuring that all services under this Agreement are performed to the City's satisfaction.

F. Ownership of Documents. The Parties agree that the City shall own all data, reports, and other deliverables generated pursuant to this Agreement.

#### **IV. QUALITY ASSURANCES**

A. All materials, labor and deliverables shall conform to the standards set forth by MA Department of Labor Standards (MA DLS), Massachusetts Department of Environmental Protection, Massachusetts Department of Public Health, Massachusetts Building Code and any manufacturer's recommendations/ requirements.

B. Competent workmen, skilled in their part of the work to be done shall do all work, and all work shall be done in accordance with the highest standards of the trade, and in compliance with all safety requirements.

C. Provide at all times during the work of this Section adequate supervisory personnel who shall be thoroughly familiar with the type of work involved and with the requirements of the contract documents and regulations pertinent to this work. Provide adequate numbers of skilled workers and other personnel to ensure the orderly, timely and proper work in accordance with the Contract requirements

#### **V. ADDITIONAL SERVICE REQUIREMENTS**

A. Work under this agreement shall consist of, but not necessarily limited to, the furnishing of all necessary trucks, supervision, labor, materials, tools and equipment, necessary to perform the environmental services including subsequent deliverables.

B. The City reserves the right to solicit other proposals for work that is not a part of this Agreement.

C. The Contractor shall comply with State and Local Laws and Regulations accordance with all required statutes, and shall obtain all official permits required and pay all fees for the same, including but not limited to building and mechanical permits.

D. The City reserves the right to obtain quotations from other vendors for specific projects when it is in the best interests of the City.

E. In the event the City of Springfield becomes dissatisfied with the performance of any Contractor or personnel assigned to perform the services **under this agreement**, the Contractor agrees, upon written request of the City, to assign substitute personnel with the above listed qualifications.

F. Materials and supplies may be furnished by the City of Springfield from time to time.

## **VI. CONTRACT TERM AND TIME FOR COMPLETION OF SERVICES**

A. The initial term of this Agreement shall commence on November 4, 2019 and upon execution by all parties, and shall terminate as of the close of business on November 3, 2020, except for those provisions which by their nature are continuing. The Schedule for providing the services under this agreement is contained in **Exhibit A**, and can only be modified by the express permission of the Director of HOUSING or his Designee.

B. The City will have Two (2) One-Year renewal options under this Agreement, to be exercised at its own discretion. The City will notify the Contractor in writing of its intention to renew the agreement within Thirty days of the expiration of any term under the agreement.

C. Any material changes to the terms of this Agreement, including the time for performance and/or fee for services must be contained in a written amendment signed by all authorized representatives of the parties listed on the signature page of this Agreement. Where no specific schedule for performance of the services is listed in the Agreement, the services will be scheduled by mutual agreement of the Contractor and HOUSING.

## **VII. COMPENSATION**

A. Not to Exceed Fee: In consideration for the services rendered by the Contractor as described in the Contractor's Pricing Proposal, attached hereto as **Exhibit B**, and this Agreement, the City shall compensate the Contractor in an amount not to exceed **One Hundred Thousand Dollars and 00/100 (\$100,000.00)** annually including all professional fees and expenses (including travel expenses).

B. Invoices

1. The Contractor shall invoice HOUSING for Services provided. The City shall make payment after processing by the City Comptroller and City Treasurer, and within thirty (30) days of receipt of invoices. Invoices shall be submitted to:

Department of Housing and Neighborhood Services  
Attn: Accounts Payable  
1600 E Columbus Avenue  
Springfield, MA 01103

\*In the event that invoices are submitted prior to execution of this Agreement by all parties, payment shall be due within 30 days of execution.

2. The Contractor is required to invoice HOUSING. The Contractor will be issued an individual work order and purchase order, at the time of the work request (should it be during normal business hours), and should be noted on the invoice upon submittal. Invoices will not be processed without the Purchase Order (P.O. #) and the Work Order (W.O. #).

3. The City is tax exempt and their tax exempt number shall be provided to the Contractor upon request to the Department of Purchase.

4. The Contractor's invoice must include any purchase order number, date of services, service report, location, description of work, hours or time performed, and shall attach appropriate material and equipment supplier invoices.

5. The Contractor will be required to provide HOUSING with the name of a designated person to answer any billing inquiries.

6. If a quote is requested on a project it shall be in the form of a "Not to Exceed" price. If a project's total time and materials form totals run over the "not to exceed price" than the Contractor shall be liable/responsible for the difference and the City shall not pay more than original "not to exceed price" unless prior written approval has been submitted by the City to the Contractor.

#### **VIII. RECORDS**

A. The records of the Contractor insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis. The City or any of its duly authorized representatives or agents shall have immediate access to any books, documents, papers and records of the Contractor which are pertinent to this Agreement for the purposes of making audit, examination, excerpts, copies and transcriptions, at no cost to the City.

B. The Contractor shall retain all records and accounts, including financial records, for seven (7) years after the expiration of this Agreement, and upon termination or expiration of this Agreement, shall turn all such records over to the City.

#### **IX. TERMINATION**

A. By the City:

1. The City may terminate this Agreement for cause if the Contractor breaches any



material obligation under this agreement by sending written notice to the Contractor, effective 5 days after receipt unless the Contractor cures such breach within the 5 day period or, if such breach cannot be cured within 5 days, unless the Contractor commences to cure such breach within the 5 day period and diligently and continuously works to cure the breach thereafter.

2. The City reserves the right to terminate this Agreement for convenience upon 10 days written notice to the Contractor signed by the Director of Housing or his designee. Upon termination for convenience, the City shall pay the Contractor for satisfactory services rendered up to the date of termination.

3. In the event that sufficient funds are not appropriated by the City to cover the cost of the services under this Agreement for any fiscal year other than the first fiscal year of the Agreement, then this Agreement shall automatically terminate upon the exhaustion of the current appropriation, at the close of business on June 30th of the current fiscal year.

B. By the Contractor: The Contractor may terminate this Agreement if the City breaches any material obligation under this Agreement by sending written notice to the City, effective 14 days after receipt unless the City cures such breach within the 14 day period or, if such breach cannot be cured within 14 days, unless the City commences to cure such breach within the 14 day period and diligently and continuously works to cure the breach thereafter.

1. Termination of this Agreement shall not affect any rights or obligations accrued prior thereto.

2. In the event of termination and/or expiration of this Agreement the Contractor shall return all originals of documents, data, papers, and studies provided by the City and shall provide reports prepared by the Contractor for the Project to the HOUSING Liaison within Five (5) business days.

## **X. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the Contractor agrees as follows:

A. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin.

B. The Contractor shall, in all solicitations, or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin.

C. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further City contracts.

**XI. NOTICES:**

A. Notices to the parties under this Agreement shall be sent to the following addresses unless a party specifically notifies the other party in writing that notices should be sent to a different person or address.

The City:                   The Office of Housing and Neighborhood Services  
Attn: Gerry McCafferty  
1600 E Columbus Avenue  
Springfield, MA 01103

With a copy to:           City of Springfield Office of Procurement  
Attn: Theo G. Theocles, Esq.  
36 Court Street, Room 307  
Springfield, MA 01103

The Contractor:           Fuss & O'Neill Inc.  
Attn: Eric Bernardin  
1550 Main Street  
Suite 400  
Springfield, MA 01103

B. Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

C. All notices and other communications hereunder shall be in writing, except as herein specifically provided, and shall be deemed to have been given when either received in person or mailed by first class mail postage prepaid or other delivery service, including overnight delivery, to the intended recipient hereof at its address shown above or to such other address as such intended recipient may specify in a notice pursuant to this section.

**XII. INDEMNIFICATION AND INSURANCE**

A. Indemnification: The Contractor shall assume the defense of (with counsel acceptable to the City) and indemnify and hold harmless the City, HOUSING and their respective officers, agents and employees from any and all suits and claims against it or any of them arising from any negligent or intentional act or omission of the Contractor, its agents, associates, Contractors, employees, partners or servants, in any way connected with the performance of this Agreement. This provision shall survive the termination of the Agreement.

B. General Liability Insurance: The Contractor shall at its own expense obtain and maintain General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, covering the Contractor and any person or business entity for whose performance the Contractor is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".

C. Professional Liability Insurance: The Contractor shall at its own expense obtain and maintain Professional Liability Insurance, including errors and omissions coverage, in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the

aggregate, covering the Contractor and any person or business entity for whose performance the Contractor is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".

D. Auto Liability Insurance and Worker's Compensation Insurance: The Contractor shall also obtain and maintain all required automobile insurance coverage for any vehicles used in the performance of this Agreement, and any worker's compensation insurance required by law, at all times during the term of this Agreement.

E. SubContractors: The Contractor shall provide, maintain and require its subContractors, if any, to provide and maintain all insurance for its employees, including workers compensation and unemployment compensation, in accordance with the statutory requirements of the Commonwealth of Massachusetts. The Contractor is an independent Contractor and is not an employee or agent of the City.

F. Certificates of Insurance: The Contractor shall file with the City a certificate evidencing such coverage and outlining policy limits and information relative to coverage and the persons covered thereby, which Certificate must be attached to this Agreement.

### **XIII. SUCCESSORS AND ASSIGNS**

A. The Contractor shall not assign or transfer its respective interests in this Agreement.

### **XIV. CONFLICT OF INTEREST**

A. Contractor covenants that it has no interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder.

B. No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the performance of this Agreement, during his or her tenure, shall have any interest, direct or indirect, in this contract, or proceeds thereof, for the work to be performed under this Agreement in violation of the provisions of Chapter 268A of the General Laws.

C. Compliance With Ethics Laws Requirements: To the extent applicable, the Contractor agrees to comply with the provisions of the recent amendments to Mass. Gen. Laws Ch. 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"), which took effect on September 29, 2009. To the extent that certain of its key employees providing services to the City may be considered "municipal employees" or "special municipal employees" under Mass. Gen. Laws Ch. 268A, sec. 1(g) or 1(n), such employees of the Contractor may be required to complete and provide certification of compliance with the new State Ethics Commission online training requirements. Information concerning these requirements is available on the State Ethics Commission website ([www.mass.gov/ethics](http://www.mass.gov/ethics)), or by calling the Commission's Legal Division at 617-371-9500.

### **XV. APPLICABLE LAW AND EXCLUSIVE FORUM**

A. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution

of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

#### **XVI. COMPLIANCE WITH LAWS**

The Contractor shall comply in every respect with all applicable state and federal laws, orders, regulations and rules, and local ordinances, in the exercise and performance of the services under this Agreement.


#### **XVII. ENTIRE AGREEMENT**

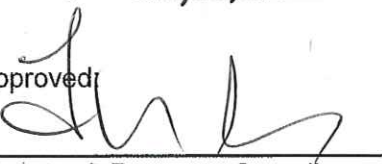
This Agreement represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by the parties hereto.


**SIGNATURE PAGE TO FOLLOW**


IN WITNESS WHEREOF, the City of Springfield, acting by and through the Director of Housing, with the approval of the Mayor, and **Fuss & O'Neill Inc.** have executed this Agreement as a sealed instrument on the day and year the same is signed by all parties hereto, on the latest date noted below.

**THE CONTRACTOR:**  
**Fuss & O'Neill Inc:**

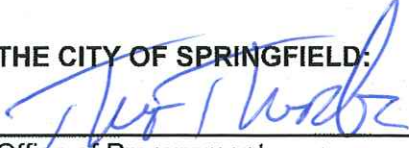
Sign:   
Print: Eric M Bernardini  
Date signed: 1/10/20


Approved:   
Disaster & Recovery Compliance  
Date signed: 1/14/2020


*da* Approved as to Appropriation: *da*  
  
City Comptroller  
Date signed: 1-15-20

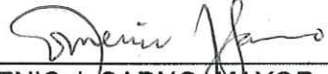
Approved:  
  
CAFO, deputy  
Date signed: 1/21/20

**THE CITY OF SPRINGFIELD:**

  
Office of Procurement  
Date signed: 1-13-20

Approved:  
  
Executive Director of HOUSING  
Date signed: 1-14-2020

Approved as to Form:  
  
City Solicitor  
Date signed: 1-17-20

Approved:  
  
DOMENIC J. SARNO, MAYOR  
Date signed: 1/22/20

# CORPORATE CERTIFICATE

**\*THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS TO SIGN CONTRACTS \***

**\*\*SINCE AN OFFICER CANNOT CERTIFY TO HIMSELF, SOMEONE MUST SIGN THIS OTHER THAN THE PERSON SIGNING THE CONTRACT \***

I, \*\* \_\_\_\_\_ A Resident of \_\_\_\_\_ in

The State of \_\_\_\_\_ DO HEREBY CERTIFY: that I am  
the Clerk/

Secretary of \_\_\_\_\_

A Corporation duly Organized and existing under and by virtue of the laws of the

State of \_\_\_\_\_

And that I have custody of the records of such Corporation: and that as of the date herein below recited

\*

\_\_\_\_\_  
(Officer, person who is signing the Contract) (Title)

Authorized to execute and deliver in the name and on behalf of the CORPORATION the following:

**FUSS & O'NEILL INC**

**CONTRACT NO. 20200461**

**AGREEMENT FOR ON-CALL LEAD ABATEMENT ENVIRONMENTAL SERVICES**

WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

Of such corporation this \_\_\_\_\_ day of \_\_\_\_\_ 2020

(Affix)

(Seal)

(Here)

\*\* \_\_\_\_\_

*\* see corporate resolutions.*

## Corporate Resolution/Certificate of Authority

I, Kevin K. Chase, the undersigned, do hereby certify that I am the Corporate Secretary of Fuss & O'Neill, Inc., a Connecticut Corporation, and that the following resolution was duly adopted by the Board of Directors of Fuss & O'Neill, Inc. on July 1, 2018. It is hereby resolved that the officers of the Corporation listed below be authorized and directed to execute any and all contracts, documents and any other pertinent instruments in connection with the Corporation.

### Officers of the Corporation:

Kevin J. Grigg: CEO, President  
Kevin K. Chase: CFO, Secretary  
Christopher R. Bean, Executive Vice President  
Dean E. Audet: Senior Vice President  
Ted J. DeSantos: Senior Vice President  
Christopher J. Ecsedy: Senior Vice President  
Paul Konieczka, Senior Vice President  
Craig M. Lapinski: Senior Vice President  
Virgil J. Lloyd: Senior Vice President  
Kenneth R. Rhodes, Senior Vice President  
Timothy J. St. Germain: Senior Vice President  
Andrew R. Zlotnick: Senior Vice President  
Robert L May, Jr., Senior Vice President  
John A. Chambers: Senior Vice President  
J. Michael Callahan: Vice President  
Robert M. Danielson: Vice President

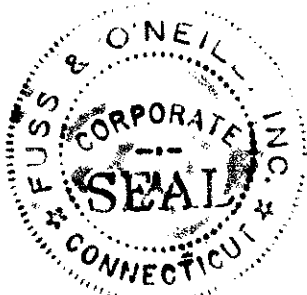
Christopher J. Ferrero: Vice President  
David R. Jackson: Vice President  
Philip W. Moreschi: Vice President  
Eric M. Bernardin: Vice President  
Erik V. Mas: Vice President  
Phillip E. Forzley: Vice President  
Kurt A. Mailman: Vice President  
Kevin M. Sullivan, Vice President  
Shawn M. Martin, Vice President  
Kristen E. Solloway, Vice President  
Adam M. Barbash, Vice President  
John P. Byatt, Vice President  
JoAnn Fryer, Vice President  
Margaret K. Snape, Vice President  
Katherine Nanowski, Vice President

I do further certify that the above Resolution has not been amended and is now in full force and effect.

ATTEST:



Kevin K. Chase  
Corporate Secretary  
Date: 1/10/2020

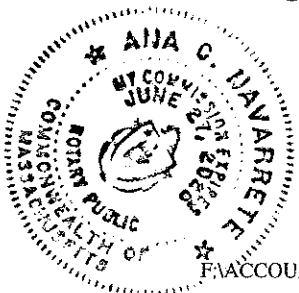


A TRUE AND ATTESTED COPY



Date: 1/10/2020

My commission expires: 6/27/2025  
Ana C Newcombe







**TO BE INCLUDED IN ALL SPECIFICATIONS**

**COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.**

**A. COMPLIANCE WITH TAX LAWS**

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

**B. TAX CERTIFICATION AFFIDAVIT.**

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

**C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.**

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

**D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.**

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number State Identification Number Federal Identification Number

Company: Fuss & O'Neill, Inc.

P.O. Box (if any): Street Address Only: 1550 Main Street, Suite 400

City/State/Zip Code: Springfield, MA 01103 E-mail:

Telephone Number: Fax Number:

List address(es) of all other property owned by company in Springfield: Please Identify if the bidder/proposer is a: Corporation X

Individual Name of Individual:

Partnership Names of all Partners:

Limited Liability Company Names of all Managers:

Limited Liability Partnership Names of Partners:

Limited Partnership Names of all General Partners:

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Eric M. Bernardin certify under the pains and penalties of perjury that Fuss & O'Neill, Inc., to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Fuss & O'Neill, Inc. Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: 10/16/2019

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Eric M. Bernardin certify under the pains and penalties of perjury that Fuss & O'Neill, Inc., to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Fuss & O'Neill, Inc. Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: 10/16/2019

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Eric M. Bernardin certify under the pains and penalties of perjury that Fuss & O'Neill, Inc., to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Fuss & O'Neill, Inc. Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: 10/16/2019

Notary Public

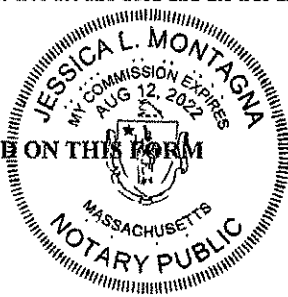
STATE OF Massachusetts, 2019

County of Hampden, ss.

Then personally appeared before me [name] Eric Bernardin [title] Vice President of [company name] Fuss & O'Neill, Inc., being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Fuss & O'Neill, Inc.

Notary Public My commission expires: August 12, 2020

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT SUBMISSION.



**EXHIBIT A**  
**City RFP No. 20-054**

CITY OF SPRINGFIELD, MASSACHUSETTS  
OFFICE OF PROCUREMENT  
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103

INVITATION FOR BIDS

RFP Number 20-054

**Will be received at the Office of Procurement until 2:00 P.M. October 16, 2019 and will be logged in at that time. Proposals received after the due date and time will be returned unopened.**

All packages must be marked with Proposer's business name, the above IFB number and the due date.

By: **Lauren Stabilo, Chief Procurement Officer**

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This Invitation for Bid is for: **On-Call Lead Abatement Environmental Services**  
(Per the attached specifications)

As requested by: **Office of Housing and Neighborhood Services & Disaster Recovery and Compliance**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID.**

---

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This Bid Proposal is submitted by:

---

(Company Name)

---

(Company Address)

I acknowledge receipt of addenda numbered: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

signed by: \_\_\_\_\_  
(Printed or Typed Name and Title)

---

(Signature and Date)

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

ADVERTISEMENT  
CITY OF SPRINGFIELD, MASSACHUSETTS  
OFFICE OF PROCUREMENT

**INVITATION FOR BID: On-Call Lead Abatement Environmental Services - Per IFB No. 20-054**

will be received until 2:00 PM: **October 16, 2019** BY: The Office of Procurement

Lauren Stabilo, Chief Procurement Officer  
36 Court Street, Room 307, Springfield MA 01103  
Phon: [REDACTED]  
Email: [REDACTED]

at which time the proposals will be publicly reviewed in the Office of Procurement.

The City issues this Invitation for Bids to parties who have an interest in providing On-Call Lead Abatement Environmental Services for Lead Testing, Inspections, Re-Inspections and Reporting in connection with City funded housing repair projects for Springfield Office of Housing and Neighborhood Services. Bid solicitation is in accordance with Massachusetts General Laws, Chapter 30B.

The City of Springfield supports the goal of twenty percent minority and women (MWBE) participation in all contracts. The Chief Procurement Officer reserves the right to waive any informality in and to reject any or all proposals if it is in the public interest to do so.

All questions regarding the IFB or its specifications must be received by the Office of Procurement on or before October 7, 2019 by 4:00 PM prior to deadline for proposal submittals.

**Note:** to newspaper: Insert the above advertisement in the Springfield Union-News ONLY under the heading "Legal Notice" on the following date: **September 30, 2019**  
Phone: 413-787-6284 - Reference: 4137836285 – RFP No. 20-054

**CITY OF SPRINGFIELD, MASSACHUSETTS  
OFFICE OF HOUSING**

**INVITATION FOR BID (IFB)  
ON-CALL LEAD ABATEMENT ENVIRONMENTAL SERVICES**

**BID NO. 20-054**

**Section I: Introduction**

The City of Springfield, Massachusetts (the 'City'), acting through the Chief Procurement Officer of the City, issues this Invitation for Bids (the "IFB") to parties (individually referred to as a "Bidder") who have an interest in providing On-Call Lead Abatement Environmental Services for Lead Testing, Inspections, Re-Inspections and Reporting in connection with City funded housing repair projects. In connection with various projects the selected bidders will provide general advice to the City and its' contractors to ensure compliance with all lead laws and regulations. Bids must be submitted in accordance with the instructions and requirements contained in this IFB and must be submitted to the City of Springfield, Office of Procurement, 36 Court Street - Room 307, Springfield, MA 01103 on or before 2:00 PM on October 16, 2019.

The Proposer understands that the following documents included in this bid must be included in the Proposer's response to this bid. If Proposer fails to provide all documents requested below, the bid cannot be considered and will be rejected.

The bid shall include a letter of transmittal that contains the name of the person, firm, or corporation submitting the proposal and the date of its presentation. Proposals must be submitted in two separate documents. **The Proposer must submit one (1) original and three (3) copies of the basic proposal and one (1) original of the bid in separate sealed envelopes entitled ON-CALL LEAD ABATEMENT ENVIRONMENTAL SERVICES.**

The following documents require responses and must be included in the *sealed* bid response package marked **ON-CALL LEAD ABATEMENT ENVIRONMENTAL SERVICES ("Required Documents")**:

- **Bid Form A – Acknowledgement of Addenda**
- **Bid Form B – Subcontractor Declaration**
- **Bid Form C – Pricing**
- Non-Collusion or Fraud Statement
- Statement of Bidders/Vendor's Qualifications
- Bidder's Reference Form
- Tax affidavit & Instruction Sheet (must be notarized)
- MBE/WBE Form # 3 Affirmative Action Plan

Required Documents are documents that must be completed and submitted in your bid response package and received at Procurement at or before the time set for receipt. Review your bid response carefully to be sure all requirements are included. The City must reject an incomplete bid response per chapter 30B. If you have any questions about bid submission requirements please e-mail Lauren Stabilo, CPO at [lstabilo@springfieldcityhall.com](mailto:lstabilo@springfieldcityhall.com)

## **Section II: Terms and Requirements of Bid**

The City hereby requests competitive sealed bid proposals in accordance with Massachusetts General Laws Chapter 30B, § 6 for a one year period, unless extended by the City in its sole discretion. Each contract will be a single year contract with the option to renew this agreement on a yearly basis for two (2) additional years from the Date of Expiration of the one (1) year term without price changes. Any Bidder submitting a Bid shall understand and agree that the City's Option to Renew may be exercised upon the expiration of the base one year agreement, and that all aspects, conditions, and pricing shall remain in effect for the duration of the second and third year and the Bidder will comply with such without modification. The City of Springfield also reserve the right to terminate this Contract at any time with (30) days written notice to the awarded Contractor.

The City has budgeted an amount not to exceed \$200,000 for this service. The City reserves the right to award one contract or to award multiple contracts for the same service.

These contracts may be utilized by other City Departments on an as needed basis with prior written approval from the City of Springfield, Office of Housing.

Subcontracting of any Service will not be allowed as part of this Agreement or to meet the qualifications required herein or to perform any duty, task, or work, with the specific exception of the following work:

1. Laboratory analysis.

For any services that are subcontracted the vendor must acknowledge that they will be the prime contractor responsible for the oversight and timely completion of all projects. Vendor will be responsible for the compensation of sub-contractors. Sub-contractors must be disclosed in the "Basic Proposal – Form B - Subcontractor Disclosure". Proposer may not use additional subcontractors, not listed, without the prior written approval of the City of Springfield, Office of Housing.

The City may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interest of the City.

## **Section III: Scope of Services**

If selected, the Bidder, in a professional and proper manner, to the satisfaction of the City, and in accordance with the law and industry standards, shall provide the services enumerated herein.

The Services will mainly include, but will not be limited to, the following activities:

- Providing lead environmental consulting services to City staff and/or contractors hired by the City/property owners as requested by the City of Springfield.
- Providing advice and/or recommendations on environmental regulations, as requested by the City of Springfield.
- Staying abreast of local, state and federal lead testing, monitoring, reporting, abatement and clearance requirements and advising the City of Springfield on changes.
- Researching environmental history of properties, as requested by the City of Springfield.
- Corresponding with various state and federal environmental agencies including the DEP, CLPPP and EPA on the behalf of the City of Springfield.
- Submitting required reports on behalf of the City of Springfield to the DEP, EPA, CLPPP and/or other environmental regulatory agencies.
- Provide pre-rehab lead paint property assessments, reports and abatement cost estimates.
- Perform re-inspections for all projects and subsequent re-inspections for projects that do not pass the initial inspections, as necessary.
- Provide strategies and methods for lead abatement and remediation that are compliant with all relevant laws, as requested by the City of Springfield.
- Sampling, surveying and reporting of suspected lead paint.
- Providing oversight during the removal of lead paint, including post-removal samples and reporting.
- Providing monitoring and oversight of lead abatement for various City funded rehab projects.
- Performing lead compliance inspections for various City funded rehab projects and providing results to the City and contractors.
- Issue letters of compliance for compliant units following completed lead abatement inspections.
- The Proposer would be required to have the ability to manage a minimum of five (5) projects simultaneously.

This list of services is intended to serve as an example of services provided, but additional services, allowed by the Price Agreement may be requested.

**Section IV: Section 3 Clause**

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.



The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### **Section V: Quality Requirements**

In order to be responsive to this IFB, bidders must meet the following Quality Requirements:

- The Proposer must have at least one (1) Massachusetts Department of Public Health licensed Lead Paint Inspector who can perform necessary lead inspections and risk assessments in accordance with state and federal lead regulations.
- Access to an American Industrial Hygiene Association (AIHA) Certified Laboratory and Analytical Services under the direction of a full time Certified

Industrial Hygienists (CM). The Laboratory should have successful participation in the following Quality Control (QC) Programs, Air Testing, Phase Contrast Microscopy (PCM), Bulk and Dust Sampling, and Soil Analysis.

- The Proposer must own a MA-DPH Approved X-Ray Fluorescent Analyzer.
- The Proposer must have the ability to perform dust-wipe sampling analysis for lead.
- The Proposer must have familiarity with OSHA Lead Regulation Requirements 29 CFR 1910-1025.
- Must have a superior understanding of state and federal lead regulations, including risk assessments and federal clearance regulations.
- The Proposer must have Respiratory Protection Plans and Written Programs in accordance with 29 CFR 1910-134.
- Minimum Professional Liability Insurance - \$1,000,000.00. Liability insurance should include Errors and Omissions Insurance.
- Staff Credentials and Qualifications to be submitted with Bid.

Firm shall be knowledgeable and experienced in projects, regulations and procedures for practicing duties in compliance with items above and shall submit information and detailed documentation stating such in proposal. The Firm shall be knowledgeable, licensed and certified as required to perform all work listed above and shall provide documentation of such in their proposal. Firm should have the ability to manage multiple projects simultaneously.

Firm shall list all Staff, their respective trade credentials, and their respective qualifications as they may apply to Work or Services as part of this Agreement, resumes and relevant experience should be included. Staff not included here can be declared not eligible for payment by the City as part of this Agreement. Firm will not invoice for any staff person(s) work or time if that staff person is not MA licensed, qualified and experienced in the trade, function, or duty he/she is performing.

Any new staff employed by the Firm after this Agreement has been executed, and is intended for use by the Firm as part of this Agreement shall comply with the requirements of this Agreement and be submitted for the City's approval before their implementation on work as part of this Agreement.

#### **Section VI: Statement of Interest, Qualifications, and Experience**

In addition to relevant bid forms, the Bidder must provide, at a minimum, the following information:

- Name, title and current business address.
- Statement of Interest declaring the Bidders interest in providing the requested services.

- A current resume and/or description of the relevant education and experience of all “Key Personnel”.
- A description of relevant lead abatement environmental services experience, including lead abatement projects and descriptions of any previous publicly funded projects.
- Project Approach. A narrative describing the approach that the Bidder would take to deliver the services requested.
- Office Locations. A list of all of the Bidder’s office locations with street addresses and telephone numbers.
  - Legal Matters. Provide the following information:
    - A statement of whether within the past ten years there have been, or whether there are currently, any pending investigations of or actions against the Bidder, any owner of the Proposer, or any employee of the Bidder by any federal, state, or local regulatory agency. State whether any of the Key Personnel to be assigned to this project have been or are now subject to any such investigations or actions. If the response to any of the foregoing is affirmative, provide an appropriate explanation to include the disposition of the proceedings.
    - State whether any government client has terminated a contract, or sought removal of your project team during the past three (3) years. If so, provide a complete explanation.
    - Document any name changes or changes in the organization of your legal entity that necessitated a filing with the Secretary of the Commonwealth during the past ten (10) years. Explain the reasons behind any change.
    - State whether the Proposer has filed for U.S. Bankruptcy Court Protection during the past seven (7) years and, if so, describe the circumstances and disposition of the case.
- Client References. The names, addresses, and telephone numbers of five (5) client references. References from government clients are preferred.
- Other Relevant Information. The Bidder should include any other information that demonstrates the Proposer’s qualifications to perform the services described in this IFB.

**Section VII: Submission of Bids**

Bids shall be delivered by U.S. Mail, overnight delivery service (e.g. UPS or Federal Express), or by hand. Delivery by facsimile or electronic mail is prohibited. It is the Bidder's sole responsibility to ensure that its bid is received at the proper location on or prior to the deadline.

All bids must be in writing and in the form set forth in this IFB and delivered in sealed envelopes to:

Chief Procurement Officer  
Attn: Lauren Stabilo  
City of Springfield Office of Procurement  
36 Court Street, Room 307  
Springfield, MA 01103

**Bids shall be submitted in separate sealed envelopes.**

In accordance with Massachusetts General Laws, Chapter 30B, § 6, bids shall be assembled and submitted as follows:

**Bids should include all required bids forms, including relevant experience, key personnel and their experience and credentials, references and all other information requested.**

Bids shall be submitted in separate sealed envelopes addressed to Lauren Stabilo, Chief Procurement Officer, 36 Court Street, Springfield, MA 01103. Each envelope shall be clearly marked "**ON-CALL LEAD ABATEMENT ENVIRONMENTAL SERVICES**" (BID) NO. 20-054.

All blanks must be filled in. Bids by corporations shall be executed in the corporate name by the president or other corporate officer accompanied by evidence of authority to sign and attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature. Bids by joint ventures shall be similarly executed by all joint venture partners. All names shall be typed or printed below the signature.

Each Bid Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Form). The address to which communications regarding the proposal are to be directed shall be shown.

A Bidder may correct, modify, or withdraw its proposal by written notice received by the City at the address specified in Section I.C. prior to the time and date specified for the receipt of proposals. After such time, a Bidder may not change the price or any other provision of its bid in a manner prejudicial to the City or to fair competition.

As provided in M.G.L. c. 30B, §6, the proposals shall not be opened publicly, but the City shall cause them to be opened in the presence of one or more witnesses at the time specified above. Until the completion of the evaluations, or until the time for acceptance specified above, whichever occurs

earlier, the contents of the proposals shall remain confidential and shall not be disclosed to competing bidders. At the opening of bids, the City shall prepare a register of bids which shall include the name of each Bidder and the number of modifications, if any, received. The City may open the bids at a later time, and shall open the bids so as to avoid disclosure to the individuals evaluating the bids on the basic criteria other than price.

The City shall determine the most advantageous proposal from a responsible and responsive Bidder taking into consideration price and the evaluation criteria set forth in the IFB. The City shall award the contract by written notice to the selected Bidder within the time for acceptance specified above. The parties may extend the time for acceptance by mutual agreement. The City, in its sole discretion, may condition an award on successful negotiation of revisions to the Bidders Plan of Services as specified by the City in the evaluation. However, Bidders shall not specify items for negotiation in their bids otherwise condition their bids on negotiations of requirements in the IFB, including requirements of the contract. Inclusion of any such condition in a bid shall be cause for rejection of the bid.

If the City awards the contract to a Bidder who did not submit the lowest price, it shall explain the reasons for the award in writing, specifying in reasonable detail the basis for determining that the quality of services under the contract will not meet its actual needs.

As provided in M.G.L. c. 30B, §12, the City may not enter into a contract unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for the succeeding fiscal years shall depend upon the availability and appropriation of funds. The City, therefore, must reserve the right to cancel the contract if funds are not appropriated or otherwise made available to any fiscal year succeeding the first year.

### **Section VIII: Inquiries**

No interpretation of the meaning of the requirements of this IFB will be given out except in response to a written request. To be given consideration all **questions regarding the IFB must be received on or before October 7, 2019 at 4:30PM EST.** All inquiries should be in writing and delivered via e-mail or facsimile (413) 787-6295 to:

Chief Procurement Officer  
Attn: Lauren Stabilo  
Springfield Office of Procurement  
[lstabilo@springfieldcityhall.com](mailto:lstabilo@springfieldcityhall.com)

All inquiries related to the requirements should prominently refer to **“Bid # 20-054– “ON-CALL LEAD ABATEMENT ENVIRONMENTAL SERVICES,”** and the opening date. Please keep in mind the schedule of bid events and questions should be received early enough in the schedule to permit the City’s responses to be sent to and received by all prospective Bidder(s).

Any and all such interpretations, supplemental instructions or information will be made in the form of written addenda which will be sent to all holders of the IFB. The City, in its sole discretion, may decline to provide the information requested. Any addenda so issued shall become part of the IFB.

Responses to inquiries will be in the form of a numbered addendum to the specifications issued by the Office of Procurement and sent to all parties listed in the bid file as Bidders(s) having requested the bid documents from the Office of Procurement. Bidder should base responses only on the specifications including any addenda.

**Questions regarding the IFB** should be in writing and delivered via e-mail or facsimile (413) 787-6295 on or before 4:00PM on October 7, 2019 to:

Office of Procurement  
Attn: Lauren Stabilo, Chief Procurement Officer  
City Hall – Room 307  
36 Court Street, Springfield, MA 01103  
[lstabilo@springfieldcityhall.com](mailto:lstabilo@springfieldcityhall.com)

**PLEASE NOTE that all addenda must be acknowledged** either in the bid response (there is a space for that purpose on the bid cover sheet) when submitted or by following the instructions on the addendum cover sheet. If using the latter means to acknowledge receipt, the Vendor must write the business name of the firm, sign the sheet and fax or it to (413-787-6295), [lstabilo@springfieldcityhall.com](mailto:lstabilo@springfieldcityhall.com) and/or include a copy of the sheet in the bid response. Failure to acknowledge any addendum may cause rejection of a bid response as required by chapter 30B. Proposer(s) are advised to call the Office of Procurement (413-787-6285) before sending their bid responses to confirm that all addenda are accounted for.

**Section IX: Reservation of Rights**

The City reserves the right to:

- Reject any and all bids if deemed at the best interest of the City.
- Conduct investigations with respect to the qualification of each Bidder or to verify documentation submitted.
- Supplement, amend or otherwise modify this IFB, and to cancel this IFB with or without the substitution of another IFB.
- Issue additional subsequent Invitations for Bid.
- Reevaluate a bid if substitutions of Key Personnel or other changes proposed prior to execution of the contract.
- Condition an award of a contract on the successful negotiations of specified revisions to a Bidder's Plan of Services as permitted by M.G.L. C. 30B as the City, in its sole discretion may determine. However, Bidders shall not include items for negotiation in their bids or otherwise condition their proposals on negotiation of changes to requirements in the IFB or the contract. Inclusion of any such conditions in a proposal shall be cause for rejection of the bid.
- Use itself, its' employees and past experiences of employees with bidding firms, as a reference.
- Award only one contract or award multiple contracts for the same service to multiple vendors.

**PROPOSAL FOR ON-CALL LEAD ABATEMENT  
ENVIRONMENTAL SERVICES**

**BID FORM A  
ACKNOWLEDGEMENT OF ADDENDA**

As required by Massachusetts General Laws, Chapter 30B, § 10, the undersigned Bidder certifies under penalties of perjury that this bid, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that it has carefully examined the IFB, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein.

The initial term of the contract will be from November 1, 2019 to July 31, 2020. The City reserves the right at its sole discretion to extend the contract for up to two (2) consecutive additional terms. The first renewal term would be for the period from August 1, 2020 to July 31, 2021. The second renewal term would be for the period from August 1, 2021 to July 31, 2022.

If this Bid is accepted by the City, the undersigned Proposer agrees to execute a contract in the form attached as Exhibit B to the IFB without exception.

The Proposer further certifies under penalties of perjury as follows:

- a. That neither Bidder nor any member of the Bidder's team is currently suspended or debarred from doing business with any government entity and is not federally debarred.
- b. That it has reviewed all of its engagements and pending engagements and that, in making this proposal, no potential for conflict of interest or unfair advantage exists.
- c. That the information supplied by the Bidder in this proposal is current, truthful and complete.
- d. That pursuant to Massachusetts General Laws, Chapter 62C, § 49A, the Bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

The Bidder acknowledges receipt of Addenda numbered: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Signature of Bidder:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City/State/Zip:**

**Telephone:** \_\_\_\_\_

If this proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If this Bidder is being submitted by a partnership, it shall be executed in the partnership name by a general partner.

If this Bidder is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.



**PROPOSAL FOR ON-CALL LEAD ABATEMENT  
ENVIRONMENTAL SERVICES**

**BID FORM B  
SUBCONTRACTOR DECLARATION**

Firm shall list the Subcontracting Company with address, their experience with similar projects to that in which the Bidder intends to use them for here, subcontractor contact person and telephone number.

	<b>Subcontractor (w/ address and Lic #)</b>	<b>Experience (similar projects)</b>	<b>Contact Person (w/ telephone #)</b>
1. Laboratory			

Bidder may copy this Form and use additional sheets as necessary.

Firm shall note by asterisk (\*) if any recorded Subcontractors are MWBE's and/or Section 3 Certified.

Form shall not be altered, amended, supplemented, or substituted by Bidder

Additional subcontractors may be used throughout the duration of this agreement with prior written approval of the City of Springfield, Office of Housing.

**PROPOSAL FOR ON-CALL LEAD ABATEMENT  
ENVIRONMENTAL SERVICES**

**BID FORM C - PRICING**

Description	Type of Service(s)	Unit Price	Estimated Quantity	Price
1. MA Licensed Lead Paint Inspector: Initial Inspection	On Site Inspection, Risk Assessment, and Report	\$ _____ Per Dwelling Unit	50 Dwelling Units	\$ _____
2. Pre-Abatement Lead Based Paint Analysis (Dust Wipe Sampling: 5-day Turnaround)	Collection, Lab, & Results	\$ _____ Per sample	500 Samples	\$ _____
3. Pre-Abatement Lead Based Paint Analysis (Soil Sampling: 5-day Turnaround)	Collection, Lab, & Results	\$ _____ Per sample	75 Samples	\$ _____
3. (1) Lead Based Paint Project Designer: Cost Estimate	On Site Inspection & Report	\$ _____ Per Dwelling Unit	50 Dwelling Units	\$ _____
4. MA Licensed Lead Paint Inspector: Re-Inspection	On Site Inspection, Report, and Letter of Compliance (if applicable)	\$ _____ Per Dwelling Unit	50 Dwelling Units	\$ _____
5. MA Licensed Lead Paint Inspector: Each Subsequent Re-inspection (upon failure of 1 <sup>st</sup> re-inspection)	On Site Inspection, Report, and Letter of Compliance (if applicable)	\$ _____ Per Dwelling Unit	10 Dwelling Units	\$ _____
6. Post-Abatement Lead Based Paint Analysis (Dust Wipe Sampling: 2-day Turnaround)	Collection, Lab, & Results	\$ _____ Per sample	500 Samples	\$ _____
7. Post-Abatement Lead Based Paint Analysis (Soil Sampling: 2-day Turnaround)	Collection, Lab, & Results	\$ _____ Per sample	75 Samples	\$ _____
			<b>Bid Total:</b>	\$ _____

**Notes:**

1. Estimated quantities and total are solely for the purpose of determining low bidder and are not intended to represent future project assignments and/or contract award amounts.
2. All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.
3. Form shall not be altered, amended, supplemented, or substituted by Bidder.

The undersigned Bidder certifies under penalties of perjury that this Bid, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word "Person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that he has carefully examined the IFB, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein for the prices set forth below.

The Bidder certifies that the information contained in this bid is current, truthful and complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Signature of Bidder:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

If this bid is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer's authority to submit the bid shall be attached.

If the bid is being submitted by a partnership, it shall be executed in the partnership name by a general partner. If this bid is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

**COLLUSION OR FRAUD STATEMENT**

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

---

(NAME OF PERSON SIGNING BID)

---

(SIGNATURE)

---

(COMPANY)

## STATEMENT OF BIDDER QUALIFICATIONS

Proposers must submit list of all similar projects completed within the last three years. This information will be used to establish eligibility of bidder for contract award. Any format used by the bidder to supply this information must include the information requested below. Defaulted projects must be listed.

Contractor \_\_\_\_\_

Project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_

Contract amount: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner & Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor \_\_\_\_\_

Project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location: \_\_\_\_\_

Contract amount: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner & Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor \_\_\_\_\_

Project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_

Contract amount: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner & Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BIDDERS REFERENCE FORM**

List at a minimum three (3) business references whom you have done volume business and service for in the past five (5) years.

**COMPANY:** \_\_\_\_\_

**Reference Name:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Contract Amount: \$** \_\_\_\_\_ **Completion Date:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Owner & Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**Reference Name:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Contract Amount: \$** \_\_\_\_\_ **Completion Date:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Owner & Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**Reference Name:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Contract Amount: \$** \_\_\_\_\_ **Completion Date:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Owner & Address:** \_\_\_\_\_

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**COMPANY:** \_\_\_\_\_

**Reference Name:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Contract Amount: \$** \_\_\_\_\_ **Completion Date:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Owner & Address:** \_\_\_\_\_

---

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**COMPANY:** \_\_\_\_\_

**Reference Name:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Contract Amount: \$** \_\_\_\_\_ **Completion Date:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Owner & Address:** \_\_\_\_\_

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**TO BE INCLUDED IN ALL SPECIFICATIONS**

**COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.**

**A. COMPLIANCE WITH TAX LAWS**

The contractor must be in compliance **at the time it submits its bid and afterwards if selected as the contractor**, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

**B. TAX CERTIFICATION AFFIDAVIT.**

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

**C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.**

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

**D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.**

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

**TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS**

Individual Social Security Number \_\_\_\_\_ State Identification Number \_\_\_\_\_ Federal Identification Number \_\_\_\_\_

Company: \_\_\_\_\_

P.O. Box (if any): \_\_\_\_\_ Street Address Only: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_ E-mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

List address(es) of all other property owned by company in Springfield: \_\_\_\_\_

Please identify if the bidder/proposer is a:

Corporation \_\_\_\_\_

Individual \_\_\_\_\_ Name of Individual: \_\_\_\_\_

Partnership \_\_\_\_\_ Names of all Partners: \_\_\_\_\_

Limited Liability Company \_\_\_\_\_ Names of all Managers: \_\_\_\_\_

Limited Liability Partnership \_\_\_\_\_ Names of Partners: \_\_\_\_\_

Limited Partnership \_\_\_\_\_ Names of all General Partners: \_\_\_\_\_

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

**FEDERAL TAX CERTIFICATION**

I, \_\_\_\_\_ certify under the pains and penalties of perjury that \_\_\_\_\_, to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.  
(authorized agent) (Bidder/Proposer)

\_\_\_\_\_  
Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: \_\_\_\_\_

**CITY OF SPRINGFIELD TAX CERTIFICATION**

I, \_\_\_\_\_ certify under the pains and penalties of perjury that \_\_\_\_\_, to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).  
(authorized agent) (Bidder/Proposer)

\_\_\_\_\_  
Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION**

Pursuant to M.G.L. c. 62C §49A, I, \_\_\_\_\_ certify under the pains and penalties of perjury that \_\_\_\_\_, to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.  
(authorized agent) (Bidder/Proposer)

\_\_\_\_\_  
Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: \_\_\_\_\_

**Notary Public**

STATE OF \_\_\_\_\_, 2019

County of \_\_\_\_\_, ss.

Then personally appeared before me [name] \_\_\_\_\_, [title] \_\_\_\_\_ of [company name] \_\_\_\_\_, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT SUBMISSION.**

AFFIRMATIVE ACTION PLAN  
(GOODS AND SERVICES BID ONLY)

NAME OF PROJECT \_\_\_\_\_ BID NO. \_\_\_\_\_

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COL B THRU F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F

B.) What is your anticipated work force for this project/service? \_\_\_\_\_  
Number of Minorities \_\_\_\_\_ Number of Females \_\_\_\_\_

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

MALE---FEMALE: Black, Hispanic, Asian, American Indian,  
Alaskan Native, Cape Verdean, Caucasian.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

**THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL,  
AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS  
PROVIDED OR NOT.**

SAMPLE

**SERVICE CONTRACT FOR ON-Call Environmental Monitoring Services**

This Agreement is effective as of the date of execution by all parties, by and between the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Director of the Office of Housing and Neighborhood Services with the Department of Disaster Recovery and Compliance, with the approval of the Mayor (collectively referred to herein as the "City"), and (hereinafter the "Consultant").

**WHEREAS**, the Housing Office is in need of a qualified and experienced consultant to provide On-Call Lead Abatement Environmental Services for Lead Testing, Inspections, Re-Inspections and Reporting in connection with City funded housing repair projects. In connection with various projects the selected bidders will provide general advice to the City and its' contractors to ensure compliance with all lead laws and regulations; and

**WHEREAS**, the Consultant has the experience and qualifications to provide the requested tasks and is willing to perform these services under the terms and conditions of this Agreement; and

**WHEREAS**, the services to be performed by the Consultant are services procured through the Invitation for Bid process prescribed by Massachusetts M.G.L. 30B (See IFB in Exhibit A);

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

**I. SCOPE OF SERVICES**

- Providing lead environmental consulting services to City staff and/or contractors hired by the City/property owners as requested by the City of Springfield.
- Providing advice and/or recommendations on environmental regulations, as requested by the City of Springfield.
- Staying abreast of local, state and federal lead testing, monitoring, reporting, abatement and clearance requirements and advising the City of Springfield on changes.
- Researching environmental history of properties, as requested by the City of Springfield.
- Corresponding with various state and federal environmental agencies including the DEP, CLPPP and EPA on the behalf of the City of Springfield.
- Submitting required reports on behalf of the City of Springfield to the DEP, EPA, CLPPP and/or other environmental regulatory agencies.
- Provide pre-rehab lead paint property assessments, reports and abatement cost estimates.
- Perform re-inspections for all projects and subsequent re-inspections for projects that do not pass the initial inspections, as necessary.

- Provide strategies and methods for lead abatement and remediation that are compliant with all relevant laws, as requested by the City of Springfield.
- Sampling, surveying and reporting of suspected lead paint.
- Providing oversight during the removal of lead paint, including post-removal samples and reporting.
- Providing monitoring and oversight of lead abatement for various City funded rehab projects.
- Performing lead compliance inspections for various City funded rehab projects and providing results to the City and contractors.
- Issue letters of compliance for compliant units following completed lead abatement inspections.
- The Proposer would be required to have the ability to manage a minimum of five (5) projects simultaneously.

This list of services is intended to serve as an example of services provided, but additional services, allowed by the Price Agreement may be requested.

Qualifications required herein or to perform any duty, task, or work, with the specific exception of the following work:

Laboratory analysis.

For any services that are subcontracted the vendor must acknowledge that they will be the prime contractor responsible for the oversight and timely completion of all projects. Vendor will be responsible for the compensation of sub-contractors. Sub-contractors must be disclosed in their bid – Form B - Subcontractor Disclosure". Proposer may not use additional subcontractors, not listed, without the prior written approval of the City of Springfield, Office of Housing.

The City may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interest of the City.

The Contractor will submit the re-inspection report in a user-friendly document that, when reviewed by parents, teachers or other interested parties that is approved by the Designated Person.

The Contractor will provide three signed copies (1-electronic uploaded into the Access database, 2-printed) of prioritized list of findings and recommended corrective actions to the Designated Person or designee upon completion of all inspections within 30 days,

A prioritized list of findings and recommended response actions to the Designated Person or designee with:

B. Estimated cost for services for abatement, post abatement, lead inspections, and laboratory analysis.

## II. TERMS OF SERVICE

A. Consultant Contact. The parties agree that XXXXX shall be the principal representative of the Consultant assigned to this agreement, available at XXXXX. The Consultant shall not make changes in personnel assigned to this Project without prior notification to, and approval from, the Director of the HOUSING, or his authorized designee/s.

B. Consultant's Warranty. The Consultant warrants that the services provided hereunder will be performed in a professional and workmanlike manner and shall conform to the Requirements more specifically set forth in this Agreement and Exhibit A.

### C. Confidentiality Agreement.

1. The Consultant agrees that any and all reports prepared and conclusions reached in the performance of this Agreement are for the confidential information of the City and the Consultant shall not disclose any of the same in whole or in part to any person whatsoever or discuss the same with any person whatsoever, other than the City's authorized representative, except when called upon to do so and when authorized by the City.

2. During the term of this contract, the Consultant may have access to and become acquainted with information of a confidential or proprietary nature ("Confidential Information"), which may be either applicable or related to the present or future business of the City or the business of the HOUSING and/or officials and employees, or other confidential information concerning the HOUSING or the City. The Consultant shall (i) not use for its own benefit or knowingly disclose to or use for the benefit any other person, any Confidential Information without the City's prior written consent; (ii) use at least the same degree of care and precautions to protect the Confidential Information from disclosure that it employs with respect to its own confidential information; (iii) disclose Confidential Information only to those of its employees or contractor who require access to perform its obligation under this Agreement; and (iv) take appropriate action by instruction, agreement or otherwise with the City's employees or other persons allowed such access to satisfy the foregoing obligations. The Consultant will comply with all applicable laws relative to such Confidential Information.

3. This Section shall not apply to any information which (i) is or becomes publicly available through no fault of the Consultant; (ii) is already in the Consultant's possession without restriction on disclosure when disclosed by the City; (iii) is independently developed by the City without use of Confidential Information; or (iv) is rightfully obtained from third parties without restriction on disclosure.

D. Satisfaction. The Consultant is responsible for ensuring that all services under this Agreement are performed to the City's satisfaction.

F. HOUSING Contact. In the performance of this Agreement, the Consultant's primary contact person at HOUSING is Gerry McCafferty and Tina Sullivan, available by email at [gmccafferty@springfieldcityhall.com](mailto:gmccafferty@springfieldcityhall.com) and [tquagliato@springfieldcityhall.com](mailto:tquagliato@springfieldcityhall.com) ("HOUSING Liaison"). The HOUSING Liaison or his/her designee will be the Consultant's contact person at the HOUSING, will respond to the Consultant's questions related to the Project, and will receive the Consultant's reports and deliverables related to the Project.

G. Ownership of Documents. The Parties agree that the City shall own all data, reports, and other deliverables generated pursuant to this Agreement.

## **II. TERM AND TIME FOR COMPLETION OF SERVICES**

A. The term of this Agreement shall commence on the date of execution by all parties, and shall terminate as of the close of business on XXXXX, except for those provisions which by their nature are continuing. The Schedule for providing the services under this agreement is contained in Exhibit A, and can only be modified by the express permission of the Director of the HOUSING or his Designee.

B. Any material changes to the terms of this Agreement, including the time for performance and/or fee for services must be contained in a written amendment signed by all authorized representatives of the parties listed on the signature page of this Agreement. Where no specific schedule for performance of the services is listed in the Agreement, the services will be scheduled by mutual agreement of the Consultant and HOUSING.

## **III. COMPENSATION**

A. Not to Exceed Fee: In consideration for the services rendered by the Consultant as described in the Consultants Pricing Proposal, attached hereto as **Exhibit B**, and this Agreement, the City shall compensate the Consultant in an amount not to exceed including all professional fees and expenses (including travel expenses).

B. Invoices: The Consultant shall invoice the HOUSING for Services provided. The City shall make payment after processing by the City Comptroller and City Treasurer, and within thirty (30) days of receipt of invoices. Invoices shall be submitted to:

Department of Housing and Neighborhood Services  
Attn: Accounts Payable  
1600 E. Columbus Avenue  
Springfield, MA 01103

In the event that invoices are submitted prior to execution of this Agreement by all parties, payment shall be due within 30 days of execution.

## **IV. RECORDS**

A. The records of the Consultant insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis. The City or any of its duly authorized representatives or agents shall have immediate access to any books, documents, papers and records of the Consultant which are pertinent to this Agreement for the purposes of making audit, examination, excerpts, copies and transcriptions, at no cost to the City.

B. The Consultant shall retain all records and accounts, including financial records, for seven (7) years after the expiration of this Agreement, and upon termination or expiration of this Agreement, shall turn all such records over to the City.

## **V. TERMINATION**

### **A. By the City:**

1. The City may terminate this Agreement for cause if the Consultant breaches any material obligation under this agreement by sending written notice to the Consultant, effective 5 days after receipt unless the Consultant cures such breach within the 5 day period or, if such breach cannot be cured within 5 days, unless the Consultant commences to cure such breach within the 5 day period and diligently and continuously works to cure the breach thereafter.
2. The City reserves the right to terminate this Agreement for convenience upon 10 days written notice to the Consultant signed by the Superintendent of Schools or his designee. Upon termination for convenience, the City shall pay the Consultant for satisfactory services rendered up to the date of termination.
3. In the event that sufficient funds are not appropriated by the City to cover the cost of the services under this Agreement for any fiscal year other than the first fiscal year of the Agreement (7/1/12 through 6/30/13), then this Agreement shall automatically terminate upon the exhaustion of the current appropriation, at the close of business on June 30th of the current fiscal year.

**B. By the Consultant.** The Consultant may terminate this Agreement if the City breaches any material obligation under this Agreement by sending written notice to the City, effective 14 days after receipt unless the City cures such breach within the 14 day period or, if such breach cannot be cured within 14 days, unless the City commences to cure such breach within the 14 day period and diligently and continuously works to cure the breach thereafter.

1. Termination of this Agreement shall not affect any rights or obligations accrued prior thereto.
2. In the event of termination and/or expiration of this Agreement the Consultant shall return all originals of documents, data, papers, and studies provided by the City and shall provide reports prepared by the Consultant for the Project to the HOUSING Liaison within Five (5) business days.

## **VI. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the Consultant agrees as follows:

A. In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin.

B. The Consultant shall, in all solicitations, or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment



without regard to race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin.

C. In the event of the Consultant's non-compliance with the non-discrimination clauses of this Agreement, this contract may be canceled, terminated or suspended in whole or in part, and the Consultant may be declared ineligible for further City contracts.

## **VII. INDEMNIFICATION AND INSURANCE**

A. Indemnification: The Consultant shall assume the defense of (with counsel acceptable to the City) and indemnify and hold harmless the City, the HOUSING and their respective officers, agents and employees from any and all suits and claims against it or any of them arising from any negligent or intentional act or omission of the Consultant, its agents, associates, consultants, employees, partners or servants, in any way connected with the performance of this Agreement. This provision shall survive the termination of the Agreement.

B. General Liability Insurance: The Consultant shall at its own expense obtain and maintain General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, covering the Consultant and any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".

C. Professional Liability Insurance: Effective as of July 1, 2014, the Consultant shall at its own expense obtain and maintain Professional Liability Insurance, including errors and omissions coverage, in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, covering the Consultant and any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".

D. Auto Liability Insurance and Worker's Compensation Insurance: The Consultant shall also obtain and maintain all required automobile insurance coverage for any vehicles used in the performance of this Agreement, and any worker's compensation insurance required by law, at all times during the term of this Agreement.

E. Subcontractors: The Consultant shall provide, maintain and require its subcontractors, if any, to provide and maintain all insurance for its employees, including workers compensation and unemployment compensation, in accordance with the statutory requirements of the Commonwealth of Massachusetts. The Consultant is an independent contractor and is not an employee or agent of the City.

F. Certificates of Insurance: The Consultant shall file with the City a certificate evidencing such coverage and outlining policy limits and information relative to coverage and the persons covered thereby, which Certificate must be attached to this Agreement.

## **VIII. SUCCESSORS AND ASSIGNS**

A. The Consultant shall not assign or transfer its respective interests in this Agreement.

## **IX. CONFLICT OF INTEREST**

A. Consultant covenants that it has no interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder.

B. No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the performance of this Agreement, during his or her tenure, shall have any interest, direct or indirect, in this contract, or proceeds thereof, for the work to be performed under this Agreement in violation of the provisions of Chapter 268A of the General Laws.

C. Compliance With Ethics Laws Requirements: To the extent applicable, the Consultant agrees to comply with the provisions of the recent amendments to Mass. Gen. Laws Ch. 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"), which took effect on September 29, 2009. To the extent that certain of its key employees providing services to the City may be considered "municipal employees" or "special municipal employees" under Mass. Gen. Laws Ch. 268A, sec. 1(g) or 1(n), such employees of the Consultant may be required to complete and provide certification of compliance with the new State Ethics Commission online training requirements. Information concerning these requirements is available on the State Ethics Commission website ([www.mass.gov/ethics](http://www.mass.gov/ethics)), or by calling the Commission's Legal Division at 617-371-9500.

## **X. APPLICABLE LAW AND EXCLUSIVE FORUM**

A. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

## **XI. COMPLIANCE WITH LAWS**

The Consultant shall comply in every respect with all applicable state and federal laws, orders, regulations and rules, and local ordinances, in the exercise and performance of the services under this Agreement.

## **XII. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by the parties hereto.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the City of Springfield, acting by and through the Director of Housing, with the approval of the Mayor, and XXXXX, have executed this Agreement as a sealed instrument on the day and year the same is signed by all parties hereto, on the latest date noted below.

**THE CONSULTANT:**  
XXXXX:

\_\_\_\_\_  
BY: \_\_\_\_\_  
Date signed: \_\_\_\_\_

Approved as to Appropriation:

\_\_\_\_\_  
City Comptroller

**THE CITY OF SPRINGFIELD:**

\_\_\_\_\_  
Office of Procurement

Approved:

\_\_\_\_\_  
Director of HOUSING

Approved as to Form:

\_\_\_\_\_  
City Solicitor

Approved:

\_\_\_\_\_  
DOMENIC J. SARNO, MAYOR  
Date signed: \_\_\_\_\_

**EXHIBIT A - Consultant's Proposal**

(see attached)

**EXHIBIT B – Pricing**

(See attached)

**EXHIBIT B**  
**Contractor's Proposal**

CITY OF SPRINGFIELD, MASSACHUSETTS  
OFFICE OF PROCUREMENT  
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103

INVITATION FOR BIDS

RFP Number 20-054

**Will be received at the Office of Procurement until 2:00 P.M. October 16, 2019 and will be logged in at that time. Proposals received after the due date and time will be returned unopened.**

All packages must be marked with Proposer's business name, the above IFB number and the due date.

By: **Lauren Stabilo, Chief Procurement Officer**

---

This Invitation for Bid is for: **On-Call Lead Abatement Environmental Services**  
(Per the attached specifications)

As requested by: **Office of Housing and Neighborhood Services & Disaster Recovery and Compliance**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID.**

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This Bid Proposal is submitted by: Fuss & O'Neill, Inc.

**(Company Name)**

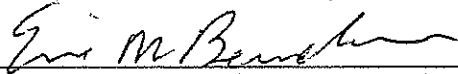
1550 Main Street, Suite 400, Springfield, MA 01103

**(Company Address)**

I acknowledge receipt of addenda numbered: NONE, issued, \_\_\_\_\_, \_\_\_\_\_.

signed by: Eric Bernardin, Vice President

**(Printed or Typed Name and Title)**



10/ 16 / 2019

**(Signature and Date)**

Telephone Number: 413.452.0445

Fax: 413.846.0497

Email Address: ebernardin@fando.com



## FUSS & O'NEILL

October 16, 2019

Lauren Stabilo, Chief Procurement Officer  
Office of Procurement  
36 Court Street, Room 307  
Springfield, MA 01103

Re: Invitation to Bid for On-Call Lead Abatement Environmental Services, RFP #20-054

Dear Ms. Stabilo:

When on-call services are required, time is critical. The firm responding to these services must offer a depth of experience, knowledgeable staff, and be located close enough to deliver services in a timely manner. For the on-call lead abatement environmental services required by the City of Springfield, Fuss & O'Neill is just such a firm.

Located in Springfield, Fuss & O'Neill can rapidly respond to your on-call requests. This on-call will be led by Project Manager, Carlos Texidor, who has provided project management for hundreds of lead abatement projects. Our proposed team is comprised of talented, professional, and experienced environmental engineers, scientists, and technicians. This team looks at every project as a new opportunity to create innovative solutions, develop/further relationships, and improve the world around us.

On-call contracts are a mainstay of our business. We have been providing on-call consulting services to municipal, state, and federal agencies in Massachusetts for decades including the City of Springfield DPW and DCAC. We are proud to serve the City and would like to expand our service by offering our expertise regarding lead abatement and environmental services.

No addenda was issued as of October 16, 2019. Our firm welcomes the opportunity to meet with you and to discuss the specifics of our proposal. If you have any questions or need additional information, please call us at 413-452-0445 ext 4430.

1550 Main Street  
Suite 400  
Springfield, MA  
01103  
t 413.452.0445  
800.286.2469  
f 413.846.0497  
www.fando.com

Sincerely,

Carlos Texidor  
Contract Manager

Eric Bernardin, PE, LEED AP  
Principal-in-Charge/Springfield Client Manager

California  
Connecticut  
Maine  
Massachusetts  
New Hampshire  
Rhode Island  
Vermont



# Section 1: Company Information and Statement of Interest

This contract will be executed from our Springfield office, which is located at:

1550 Main Street, Suite 400  
Springfield, MA 01103

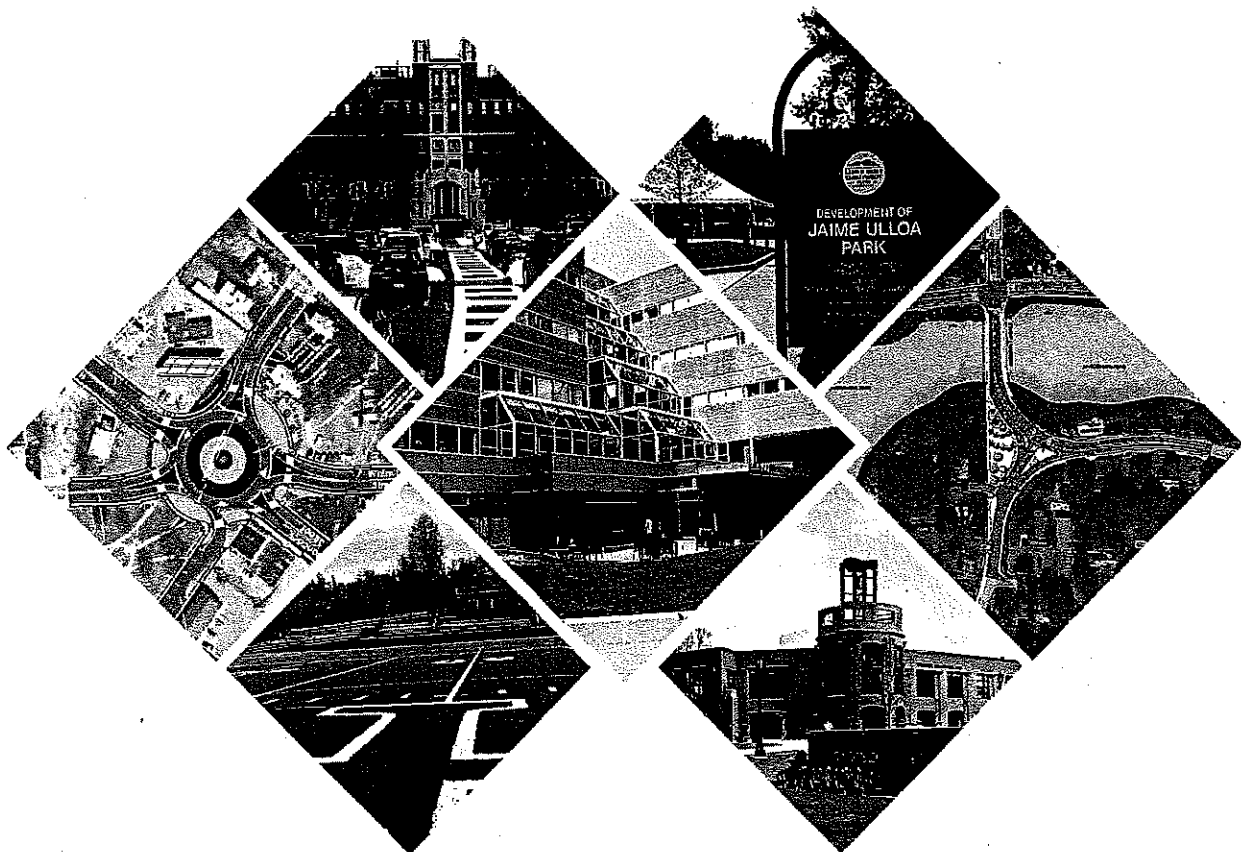
This project will be lead by:

Carlos Texidor

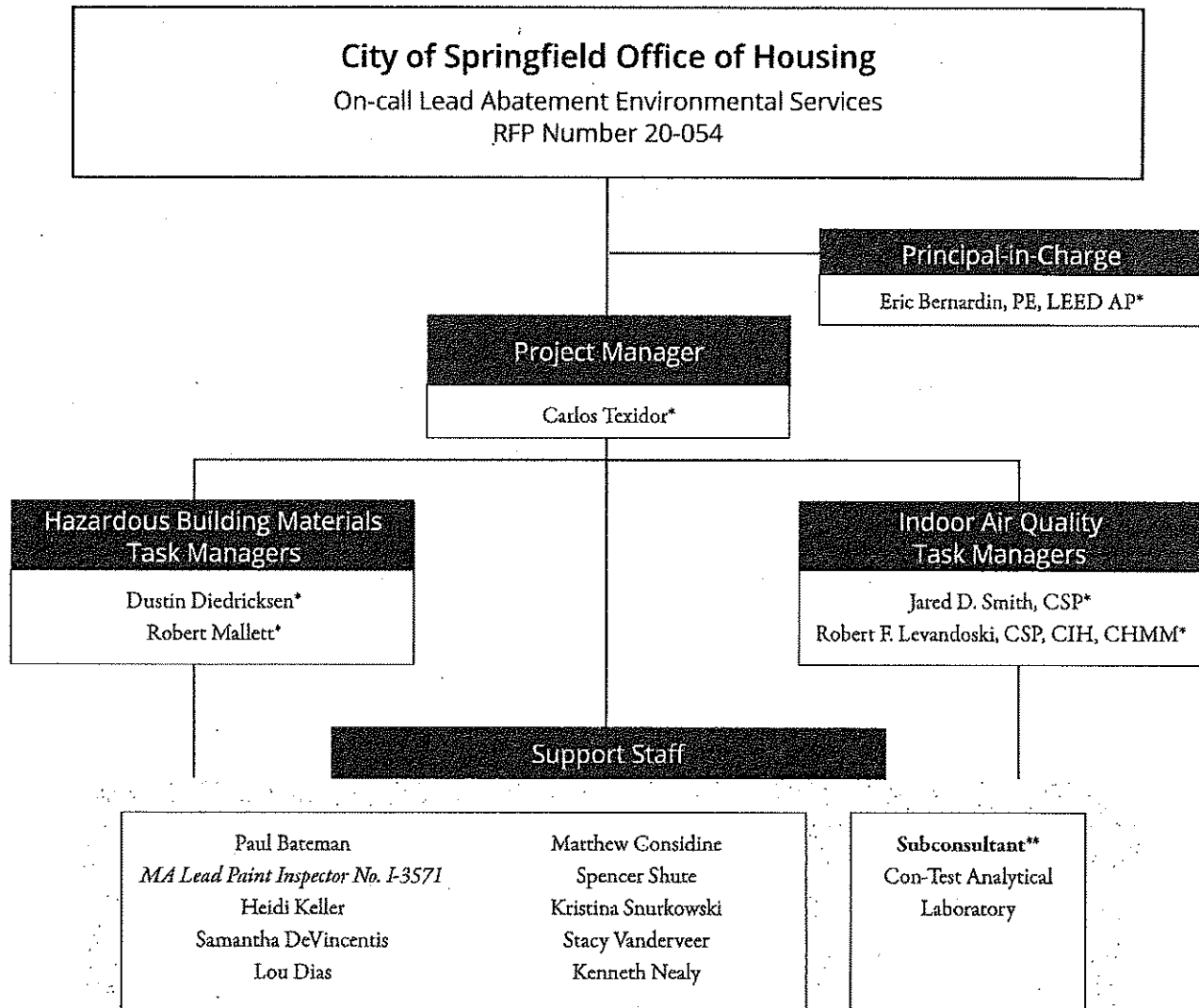
Associate and Business Line Manager

## Statement of Interest

Fuss & O'Neill is fully staffed and licensed to provide the services requested in this Invitation for Bid. We have an office on Main Street that is supported by eight other regional offices, offering a depth of support and expertise to respond to any on-call needs. As a local company, we are invested in the betterment of our communities. We are proud to serve the City of Springfield regarding your transportation/traffic, DPW, parks, and school needs, and would like to offer you our expertise regarding lead abatement and associated environmental services in conjunction with City-funded housing repair projects. Please consider this our statement of interest in pursuing this contract.



# Organizational Chart



\* Key Personnel Resume Included

\*\*Fuss & O'Neill will utilize WBE/MBE firms when possible to reach the minimum MBE/WBE requirement



## Eric Bernardin, PE, LEED AP

*Principal-In-Charge*

"It is always an inspiration for me to see our client's vision become a functional, beautiful, and sustainable work of life. What keeps me motivated is the ability to enrich the community while building trusting relationships and developing enduring solutions that align with sustaining our natural environment."

EBernardin@fando.com

800.286.2469 x4430

#### EDUCATION

BS, Agricultural Engineering -  
1985  
University of Connecticut

#### LICENSES & REGISTRATIONS

LEED AP  
Professional Engineer MA  
Professional Engineer NY  
LEED AP Building Design and  
Construction

#### PROFESSIONAL AFFILIATIONS

American Society of Civil  
Engineers  
National Assoc. of Industrial &  
Office Products

#### EXPERIENCE

33 years Professional Experience

Eric is a Vice President and Regional Office Manager for the Springfield office leading Fuss & O'Neil's Community Development team. Fascinated by the interaction between the built and natural environments around him, Eric is a LEED Accredited Professional who embraces sustainable and enduring site solutions. Eric has completed designs for commercial and residential site developments, as well as manufacturing, industrial, and educational facilities. He excels at directing complicated design and permitting projects and has led project teams to successfully design master plans, roadway work, urban redevelopment projects, stormwater management plans, planning assessments for infrastructure improvements, and site development.

#### REPRESENTATIVE PROJECTS:

Department of Public Works Engineering On-Call,  
Springfield, MA

Engineering Consulting On-Call, Gardner, MA

Engineering & Permitting Services, Holyoke Gas &  
Electric Department, Holyoke MA

Statewide Engineering Services, Massachusetts  
Department of Conservation and Recreations

Belchertown State School Priority Development Site,  
MassDevelopment, Belchertown, MA

Industrial Park Site Design, MassDevelopment,  
Montague, MA

Plains Elementary School Demolition and Construction,  
Jones Whitsett Architects, South Hadley, MA

Engineering and Molecular Science Building, Smith  
College, Northampton, MA

CivilSite\Transportation Engineering On-Call,  
University of Massachusetts, Amherst, MA



## Carlos Texidor

*Project Manager*

**"The best way to feel that you have accomplished something is to get up and do something. If you go out and make a difference, you will be fulfilled. Making sure the public is protected from any hazardous materials exposure to me makes a difference."**

ctexidor@fando.com

800.286.2469 x5570

#### LICENSES & REGISTRATIONS

Asbestos Designer - MA  
Asbestos Consultant - Inspector  
MA  
Asbestos Management Planner  
MA

#### LICENSES & REGISTRATIONS

Asbestos Consultant - Project  
Designer and Monitor - CT  
Lead Inspector / Risk Assessor  
CT  
Lead Planner / Project Designer  
CT

#### PROFESSIONAL AFFILIATIONS

Aircraft Owners and Pilots Assoc  
American Industrial Hygiene  
Association  
National Association of  
Environmental Professional

#### EXPERIENCE

25 years Professional  
Experience

Carlos has completed a wide range of projects involving hazardous building materials, hazardous soil, and indoor air quality for private, commercial, municipal, residential, government and educational clients. His experience includes hazardous material inspections, management planning, remediation planning, cost management, risk assessment, specification design, and pre- and post-abatement services. He has also worked on various redevelopment projects with multiple real estate developers.

Carlos has completed numerous projects ranging in size and complexity while working with multiple types of clients. These projects have included lead, asbestos, polychlorinated biphenyls (PCBs), as well as hazardous waste management projects related to industry, government, and public facilities. Carlos will be your main point of contact for this contract.

#### REPRESENTATIVE PROJECTS:

- Environmental Remediation, Lawrence, MA
- Environmental Remediation, Marlborough, MA
- Environmental Remediation, Lowell, MA
- Hazardous Materials Inspection Design and Construction Administration for Asbestos, Lead-Based Paint and PCB Materials, Newington High School, Newington, CT
- Hazardous Materials, Former Meriden Hospital, Meriden, CT
- Hazardous Materials, Orville H. Platt High School School, Meriden, CT
- Renovation Project, Wethersfield High School, Wethersfield, CT
- Hazardous Materials, The Hartford, Hartford, CT
- Environmental Assessment, Hartford, CT
- Hazardous Materials Abatement and Construction, Middletown, CT



## Dustin Diedricksen

*Hazardous Building Materials Task Manager*

"I take pride in acting on the owner's behalf to ensure that contractors follow the technical abatement specifications, and work sites are properly monitored, to ensure the safety of building occupants."

DDiedricksen@fando.com

800.286.2469 x4703

EDUCATION	LICENSES & REGISTRATIONS	EXPERIENCE
BS, Environment, Ecological Determinants of Health Domain - 2003, McGill University	Asbestos Management Planner MA Asbestos Consultant - Inspector MA	15 years Professional Experience
ALM, Sustainability & Environ Mgmt - 2010, Harvard University	Asbestos Consultant - Project Monitor MA	

Dustin is an Associate and Department Manager in our Environmental Business Line with a focus on hazardous building materials and environmental engineering. He has a background in environmental management and sustainability, with a focus on environmental toxicology. Dustin has completed a wide range of projects including hazardous building materials investigations, abatement drawings and specifications, project monitoring, and management planning. He has exemplary knowledge and experience with asbestos, lead-based paint, indoor air quality, and polychlorinated biphenyls. In addition, Dustin has prepared ASTM Environmental Transaction Screens and ASTM / AAI Phase I and Phase II Environmental Site Assessments throughout New England since 2004.

### REPRESENTATIVE PROJECTS:

Detailed Hazardous Building Materials Inspection, Report, Specifications, Monitoring, Washington Elms Housing, Cambridge, MA

Hazardous Building Materials Inspection, Report Roosevelt Towers Modernization, Cambridge Housing Authority, Cambridge, MA

Hazardous Building Materials Inspection, Report, Mystic River Apartments, Somerville Housing Authority, Somerville, MA

Water Sampling and Testing, Somerville School System, Somerville, MA

Inspection and Project Design Roof and Boiler Replacement, Decas School, Wareham MA

Building Envelope Limited Hazmat Investigation, Franklin Highlands, Boston, MA

Asbestos Abatement Work Plan, Limited Investigation, Smith House, Roxbury, MA

Hazmat Construction Administration & Project Monitoring, Expansion Project, State Archives & Records Center, Boston, MA



## Robert Mallett

*Hazardous Building Materials Task Manager*

"Coming from a construction background, I take pride in working with contractors and ensuring the work is completed in adherence to the technical specifications, after all, we all have the same goal; project completion"

RMallett@fando.com

800.286.2469 x4706

EDUCATION	LICENSES & REGISTRATIONS	PROFESSIONAL AFFILIATIONS	EXPERIENCE
BS, Project Management - 2018 Wentworth Institute of Tech	Asbestos Consultant - Project Monitor MA Asbestos Consultant - Inspector MA Asbestos Consultant - Inspector RI Asbestos Consultant - Project Designer RI	American Industrial Hygiene Association	11 years Professional Experience

Robert is an Environmental Analyst for hazardous building materials at Fuss & O'Neill in our Quincy, Massachusetts office. Robert has experience with hazardous material inspections, indoor air quality assessments, polychlorinated biphenyls (PCBs) testing, lead screenings using X-Ray Fluorescence (XRF) direct read instrumentation, and asbestos abatement project monitoring. He has completed subsurface investigations to determine the nature and extent of chemical contamination, and performed Phase Contrast Microscopy (PCM) to determine airborne fiber levels. Robert has conducted various environmental investigations for residential, commercial, and state-owned properties.

### REPRESENTATIVE PROJECTS:

Asbestos Abatement and Design, Millers River Apartments, Cambridge Housing Authority, Cambridge, MA

Asbestos Abatement, Washington Elms Housing, Cambridge, MA

Roof Replacement Inspection and Project Monitoring, Springfield Community Technical College, Springfield, MA

Hazardous Building Materials Inspection and Project Monitoring, Juniper Hall, Westfield State University, Westfield, MA

Asbestos Inspection Services and Abatement Project Monitoring, Renovation, Multiple Projects, Babson College, Park Manor, Wellesley, MA

Hazardous Materials Inspection and Project Monitoring, Historic Chapel Renovation, University of Massachusetts, Amherst, MA

Asbestos Inspection and Project Monitoring, Multiple Projects, University of Massachusetts, Amherst, Dartmouth & Lowell Campuses, MA



## Jared Smith, CSP

*Indoor Air Quality Task Manager*

**"Each day brings the possibility of exciting new challenges from clients requiring my expertise. I welcome those challenges as they provide me with an opportunity to increase my depth of knowledge to ever expanding topics. Providing clients with viable solutions to real issues provides me with great satisfaction."**

JSmith@fando.com

800.286.2469 x5333

### EDUCATION

BS, Safety Studies - 2005  
Keene State College

### LICENSES & REGISTRATIONS

Asbestos Consultant - Inspector RI  
Asbestos Consultant - Project Designer RI  
Asbestos Consultant - Project Designer CT

### PROFESSIONAL AFFILIATIONS

American Society of Safety Engineers  
Board of Certified Safety Professionals

### EXPERIENCE

11 years Professional Experience

Jared is a Project Manager for Fuss & O'Neill. He specializes in the planning, implementation, and management of industrial hygiene, health, and safety programs for a variety of educational and municipal clients. For five years, he served as the on-site Industrial Hygienist at the Federal Aviation Administration's William J. Hughes Technical Center.

Jared is an indoor air quality (IAQ) expert and has managed numerous IAQ projects, including post-fire IAQ and vapor intrusion investigations, as well as evaluations of mold, formaldehyde, and other contaminants. He has also managed projects involving hazardous soil, radon, lead, asbestos, and PCBs. He has served as the Project Monitor for large asbestos abatement projects for government and private sector clients.

### REPRESENTATIVE PROJECTS:

Indoor Air Quality Assessment, Connecticut Airport Authority, Windsor Locks, CT

Indoor Air Quality Assessments, Saint Francis Hospital and Medical Center, Hartford, CT

Indoor Air Quality Assessments, State of Connecticut Judicial Branch, CT

AHERA Program, East Windsor Public Schools, East Windsor, CT

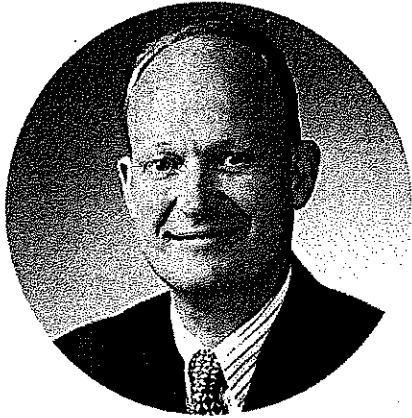
Indoor Air Quality Assessment, New Canaan Country School, New Canaan, CT

Indoor Air Quality Assessments, City of Hartford - Department of Public Works, Hartford, CT

Indoor Air Quality Assessment, Apple Health Care, Inc., Westerly, R

Hazardous Materials Services, William Johnston Middle School, Colchester, CT

Hazardous Materials Inspections, Jumoke Academy, Hartford, CT



## Robert Levandoski, CSP, CIH, CHMM

*Indoor Air Quality Task Manager*

"My experience as a firefighter early on in my life led to my interest in pursuing a career in occupational safety and health. Working hand-in-hand with clients to understand their needs and developing solutions that improve productivity and safety in the workplace is a rewarding aspect of my job."

RLevandoski@fando.com      800.286.2469 x5362

<p><b>EDUCATION</b> BS, Safety Studies - 1989 Keene State College  MS, Occupational Safety - 1992 University of New Haven</p>	<p><b>LICENSES &amp; REGISTRATIONS</b> Asbestos Consultant - Inspector CT Certified Safety Professional Certified Industrial Hygienist Certified HazMat Manager</p>	<p><b>PROFESSIONAL AFFILIATIONS</b> Aircraft Owners and Pilots Assoc American Brd of Ind Hygiene American Industrial Hygiene Association Amer. Society of Safety Engineers</p>	<p><b>EXPERIENCE</b> 26 years Professional Experience</p>
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Robert directs staff for OSHA abatement, citation resolution, program implementation, and certification of program or engineering resolutions. He directs the resolution of complex machine guarding solutions and conducts detailed analyses of airborne chemical exposures and chemical monitoring for health exposure evaluations. He acts as an expert witness for the resolution of health exposure claims related to releases of extremely hazardous substances as well as for resolution of hazards associated with chemical processing and storage.

Robert has directed a wide variety of safety and industrial hygiene compliance projects during his career. He has extensive experience in various safety subjects, including machine safeguarding, program development, training, recordkeeping, and citation resolution.

**REPRESENTATIVE PROJECTS:**

Site-Specific Health and Safety Program, Cambridge, MA

Compliance Assessment, Private Manufacturing Company, Northboro, MA

Compliance and Operational Projects, West Hartford, CT

On-Site EH&S Consultation Services, West Hartford, CT

Asbestos in Soil - Project Management Harvard University, Asbestos in Soil - Program Development, Cambridge, MA

Asbestos Sampling and Monitoring Program, Willimantic, CT

Compliance Assessment, Private Manufacturing Company, Northboro, MA

Safety and Environmental Compliance, Trumbull, CT

OSHA Training Services, Farmington, CT





Fuss & O'Neill offers a lead-based paint analysis program individually designed to meet each client's unique needs.

## Section 3: Our Experience

Use of our on-site portable x-ray fluorescent (XRF) analyzers is the most cost-effective way to conduct lead screenings. We provide laboratory analyses of lead paint in water, soil, air, and dust.

Detailed abatement plans and bid packages, as well as replacement specifications for components requiring abatement are custom designed. We prepare management plans for maintaining intact lead-containing components.

Additionally, Fuss & O'Neill provides thorough construction administration services, including on-site project monitoring, sampling and analysis, and re-occupancy inspections.

The following are recent examples of our lead abatement environmental service experience.

### Services

On-site XRF Testing

Laboratory Analyses

Water, Soil, Paint, Child, Dust, and Air

Abatement and Management Plans

Project Monitoring

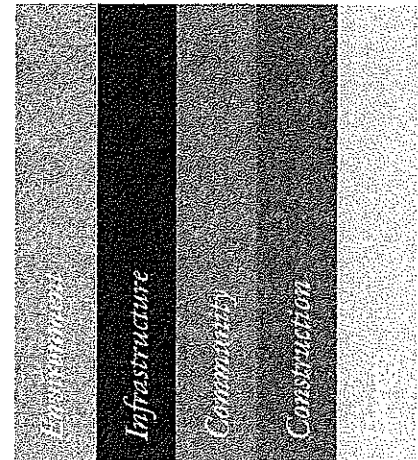
Re-occupancy Inspections

Trainings

## Housing Experience

Fuss & O'Neill has provided engineering and hazardous building material consulting services for architects, housing authorities, and private developers throughout Connecticut, Rhode Island, and Massachusetts. Leveraging our multi-disciplined approach, we've designed a wide array of affordable housing projects, senior housing, shoreline disaster renovations, and historic mixed-use mill redevelopments.

Our integrated teams of civil, environmental, and transportation engineers can perform services from master planning to environmental permitting and hazardous building materials consulting. Additionally, our staff is knowledgeable of the regulations of the U.S. Department of Urban Development (HUD), the State of Connecticut Department of Public Health, the U.S. Environmental Protection Agency, and the National Environmental Policy Act (NEPA).



### RELEVANT PROJECTS



Northeast Knitting Mills Senior Housing, Fall River, MA

- Phase I Environmental Site Assessments (ESA) to understand the site history and environmental concerns
- Phase II ESA to evaluate contaminants of concern
- Hazardous building materials testing as part of redevelopment
- Initiation of Immediate Response Actions in accordance with the Massachusetts Department of Environmental Protection
- Coordination and consultation to help plan for site cleanup and redevelopment



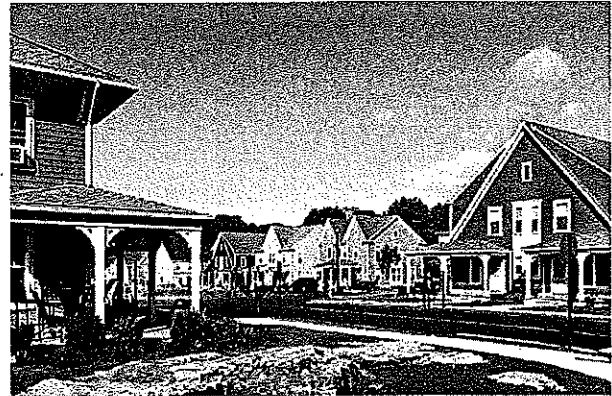
New Haven Housing Authority, New Haven, CT

- On-call consultant for environmental engineering and hazardous building materials consulting for Chatham Street Housing, Farnam Court, Rockview Circle, Eastview Terrace, and Westville Manor, among others
- Developed technical specifications and drawings for abatement of identified hazardous materials and provided oversight/management during abatement
- HUD funded site redevelopment and program master planning at McConaughy Terrace



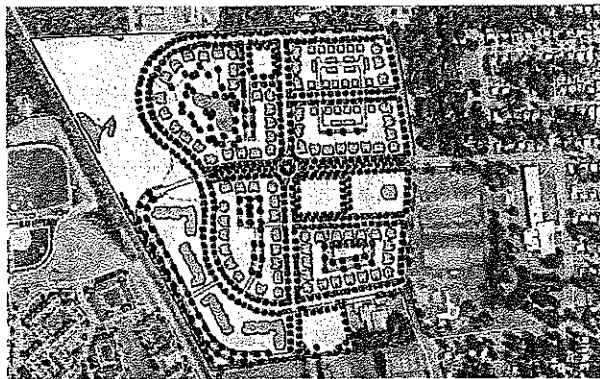
**New Park Housing, West Hartford, CT**

- The development is located near a new CTfastrak Station
- Completed a remedial action plan, hazardous building materials study and abatement design
- The completion of Brownfields Grant Applications allowed the West Hartford Housing Authority to pursue this mixed-use development
- Additional mixed-use design aspects allowed for a reduction in trip generation and required parking to make the best use of the property



**East Bay Development Corporation, RI**

- Civil engineering services for multiple affordable housing projects including Sweetbriar Affordable Housing (2013 RI Smart Growth Award) designed on the principles of New Urbanism that focused on walkability, central public spaces, and rear parking
- Other rehabilitation and/or new construction projects include Palmer Pointe, Catherine's Place, Liberty Street Senior Housing, and River's Edge Apartments designed as duplexes, apartments or single family homes

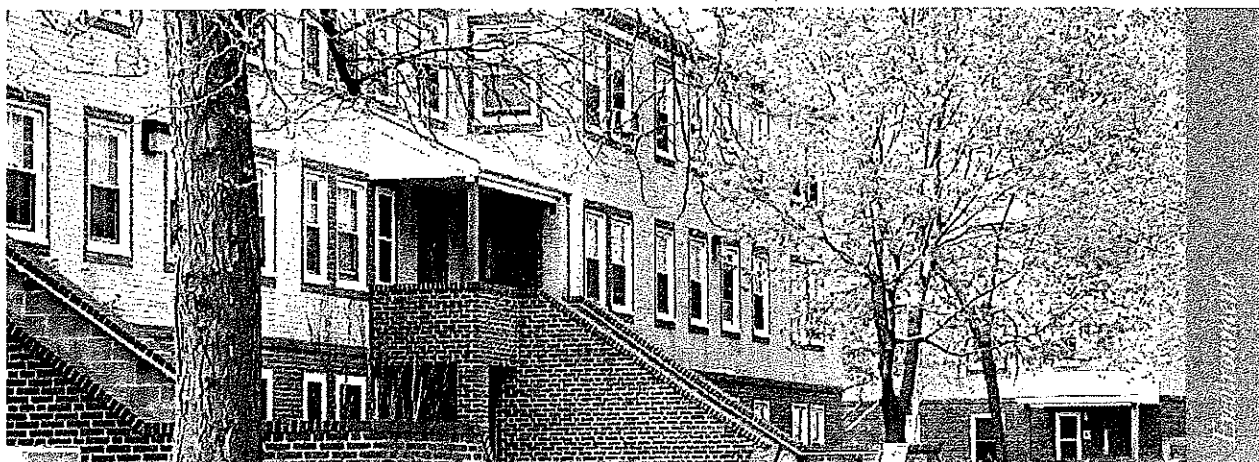


**Hartford Housing Authority, Hartford, CT**

- Master planning for Bowles Park (renamed Willow Creek above) 300-500 residential units in numerous phases of planning, landscape architecture, site/civil engineering
- Lead master planner and site designer for Nelton Court, a HUD funded redevelopment with 82 units, open space and community center
- HUD funded master planning/environmental/hazmat services for Charter Oak/Rice Heights including demolition and redesign of the 3 largest public housing facilities with mixed-income housing

**ADDITIONAL RELEVANT HOUSING CLIENTS:**

- Beacon Residential Properties, CT
- Berkshire Housing Development Corporation, MA
- Boston Housing Authority, MA
- Cambridge Housing Authority, MA
- Liberty Affordable Housing, MA
- Mutual Housing Association, CT and MA
- New Britain Pinnacle Heights/Corbin Heights, CT
- New Haven Housing Authority, CT
- Norwich Housing Authority, CT
- Park City Communities, Bridgeport, CT
- Rhode Island Department of Environmental Management
- Trinity Place, RI \*
- United Housing Management, LLC, MA
- West Hartford Housing Authority, CT
- Women's Institute for Housing and Economic Development, CT and MA



## Washington Elms Housing Development

*ICON Architects - Cambridge, MA*

Fuss & O'Neill provided hazardous building material consulting services to facilitate the Modernization Project of the Washington Elms Housing Development in Cambridge.

Our team conducted a hazardous building material inspection for asbestos and lead. We conducted bulk and air sampling for asbestos-containing materials, and utilized x-ray fluorescence direct read instrumentation to determine the presence of lead. Additionally, we provided radon gas sampling and analysis.

Fuss & O'Neill developed technical abatement design specifications for the removal of identified building materials. We developed design specifications for the installation of a radon mitigation system at the development. We provided construction administration and project monitoring services during abatement activities.



**Large Project Area** - The Washington Elms Housing Development consists of 15 three-story masonry residential apartment buildings that were originally constructed in 1942.



**Large Scale Project** - Renovation work includes replacement of the boiler plant, fire alarm system upgrades, as well as masonry restoration, landscaping, civil infrastructure, and development-wide site improvements.

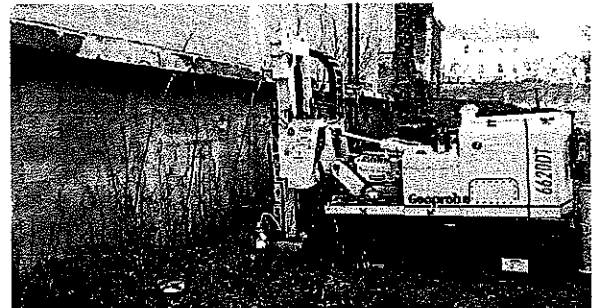


## Cole Ave. Affordable Housing Development

*Berkshire Housing Development Corporation – Williamstown, MA*



The Berkshire Housing Development Corporation, in collaboration with the Town of Williamstown and the Women's Institute for Housing and Economic Development, is leading redevelopment of the former Photech Facility into affordable housing. The vacant industrial site was historically operated as a photographic film manufacturing facility. The existing building will be retrofitted as apartments and new condominium units.



Environmental Investigation - Soil gas sampling operations at former Photech Facility.

Fuss & O'Neill provided a variety of services to help position the project for success and to ensure that existing environmental impacts were managed appropriately. We performed an extensive hazardous building materials inspection and sampling program to support abatement planning. Our services included evaluation of soil, soil gas, and groundwater conditions, as well as development of environmental management plans to ensure that impacts associated with the industrial history of the site are properly controlled during and after redevelopment. The U.S. EPA awarded the Town a \$200,000 Brownfield Cleanup Grant to fund hazardous materials abatement based on a grant application prepared by Fuss & O'Neill.



Hazardous Building Materials Investigation - Exterior building materials sampling at former Photech Facility.



## Curtain Lofts - Wampanoag Mill Site Redevelopment

*Winn Development – Fall River, MA*



Fuss & O'Neill contracted with Winn Development to provide LSP, environmental assessment, and remediation services for Wampanoag Mill, a circa 1871 five-story complex. The \$25 million project involved redeveloping the mill into an age-restricted, affordable housing residential facility known as Curtain Lofts.

Fuss & O'Neill conducted full assessment and remediation planning activities under the Massachusetts Contingency Plan, including Phase I and II assessments, a Phase III Remedial Action Plan, and a Release Abatement Measure Plan. A Downgradient Property Status Opinion was also prepared documenting migration of off-site contamination to the development site, which was the responsibility of another property owner. Remedial activities at the site included excavation and off-site disposal of soil contaminated with lead as well as installing a site-wide soil cap.



**Finding Funds** - Our team coordinated with local agencies, state agencies, and financial institutions to secure project financing for our client.



**Contractor Coordination** - Required remediation activities were designed and carefully coordinated with the site development contractor to ensure they could be implemented concurrently with development and not interfere with overall project goals; LSP services under the Massachusetts Contingency Plan were performed on an expedited timeline to meet project construction deadlines.



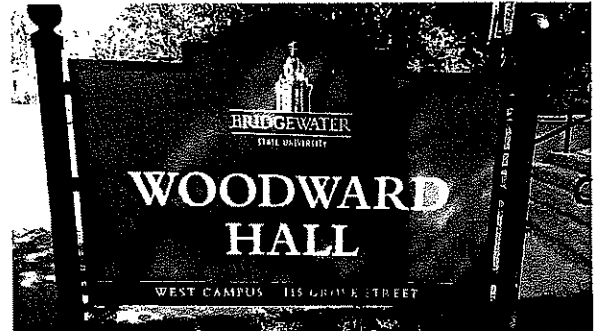
## Woodward Hall Renovations

*Bridgewater State University – Bridgewater, MA*

Fuss & O'Neill performed hazardous building material services to facilitate various building renovations to Woodward Hall.

Fuss & O'Neill performed hazardous building material inspections and testing for hazardous materials associated with the window, door, and roof replacement projects, as well as bathroom and closet renovations. Hazardous materials that were tested included asbestos-containing materials, lead-based paint, and polychlorinated biphenyls (PCBs) associated with the caulking of the window systems. We also conducted an inventory for mercury-containing equipment and fluorescent ballasts.

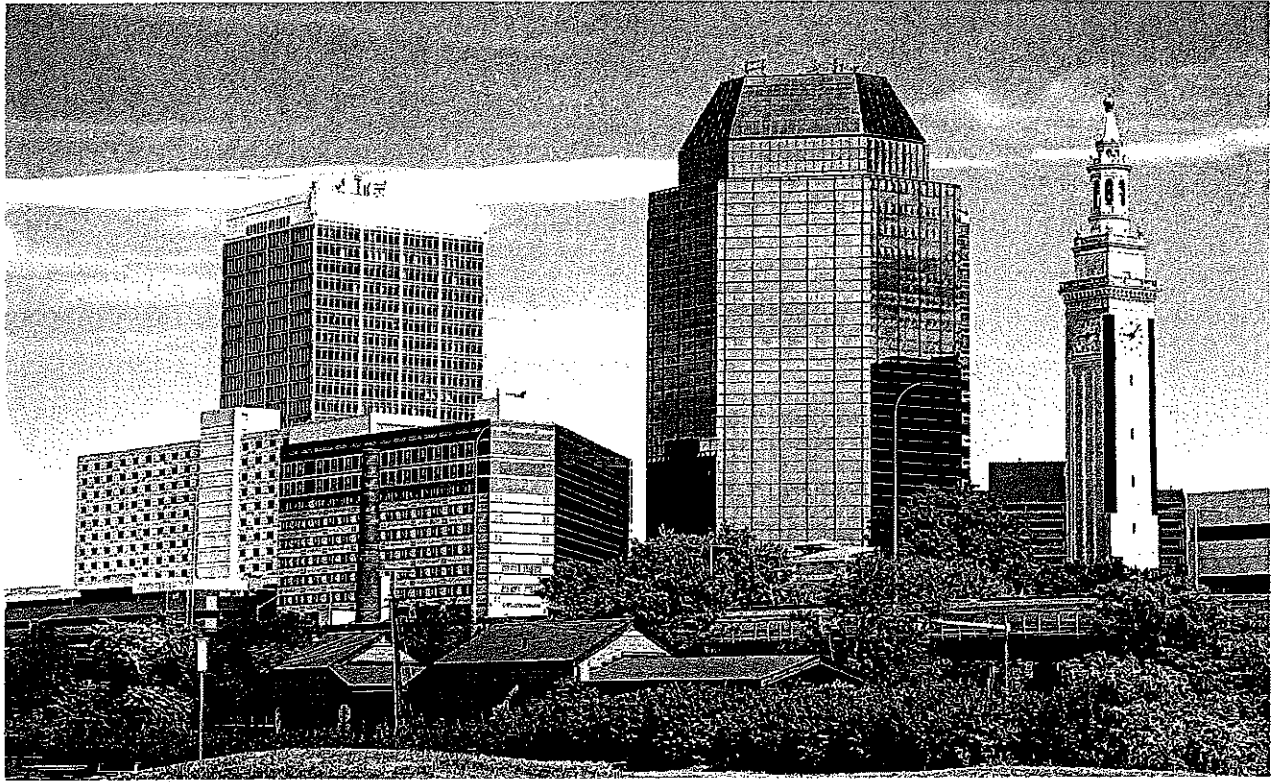
We prepared technical specifications for abatement of identified hazardous materials. Construction administration and project monitoring services were provided during abatement activities.



Woodward Hall is home to first year students on the Bridgewater State University campus.



The building was inspected for interior concealed materials adjacent to the windows.



## Section 4: Project Approach

Fuss & O'Neill provides comprehensive on-call services to cities, towns, and municipalities throughout New England. We recognize that no two communities are the same. As a true multidisciplinary firm, we have the capabilities to provide most, if not all, environmental services that a community would require. Our team has an office located in Springfield and has worked with your City on a variety of projects in the past, including testing at multiple schools in Springfield. This is our home, and we want to help you develop environmental solutions that can improve and sustain your municipal and school structures for years to come.

Having all services under one roof leads to quick decisions and effective communication. The people doing the work, even across disciplines, sit near one another. Walking over to resolve questions instead of having to set up a conference call with different firms saves time - which saves money. With our office in Springfield and the support of more than 300 employees across New England, we have extensive capabilities grounded in continuity. Also, our employees are used to working with one another. There is no need for "getting-to-know-you" meetings or no wondering what the other side is going to do. There is a built-in streamlined process to hiring a firm that can help you bring your ideas to reality.

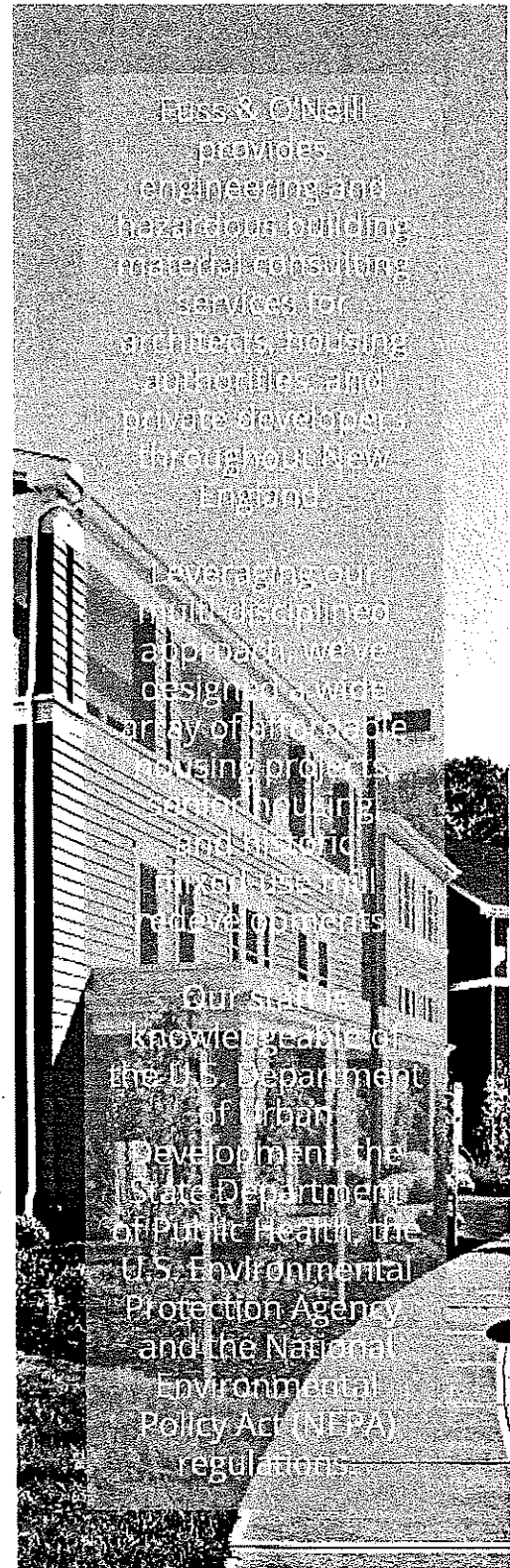


## LEAD-BASED PAINT

Our firm is one of the largest lead-based paint testing firms in the Northeast. We have tested thousands of housing units for lead based paint using portable X-Ray Fluorescent (XRF) analyzers. We have designed lead based paint abatement activities for schools, municipalities and other clients throughout New England. In addition to the hazardous material element of the abatement project, our lead abatement design team includes architectural design capabilities for specifying replacement components. We provide abatement planning services in accordance with Department of Health regulations including work in day care facilities, residential structures and in cases involving elevated blood lead level children.

Fuss & O'Neill has performed lead inspections in a variety of occupied buildings and for construction-related project-specific requirements. Due to the large volume of construction projects we provide support to, we provide specifications for Lead Paint Awareness for OSHA, and RCRA waste disposal. However, the real basis of our lead consulting has been to support clients to address HUD and lead-based paint regulations. We have supported and continue to support Housing Authorities in by providing inspection and testing of units/facilities for lead paint, development of lead paint abatement plans, as well as training and development of Lead Safe Work Practice programs. We have assisted clients in facilities where a child has been identified with an elevated blood lead level and prepared lead abatement plans to address these requirements. We have also provided expert testimony in support of these programs.

The U.S. EPA developed regulations with regard to lead safe work practices in target housing and child-occupied facilities. The regulations for Renovation Repair and Painting (RRP) require training and specific lead safe work practices to be provided by contractors performing work for profit and by property Owners. Fuss & O'Neill is an approved EPA trainer.





## REGULATORY COMPLIANCE EXPERTISE

The ability to communicate and work with the EPA and MassDEP project staff under the MCP and federal regulatory framework is essential. We will use our extensive experience to efficiently communicate with these agencies on behalf of the City.

## MCP AND MASSDEP EXPERIENCE

Fuss & O'Neill employs a talented collection of environmental professionals including LSPs, PEs, and Professional Geologists. We understand that providing environmental consulting services involves multiple overlapping regulatory and technical issues. We pride ourselves on having the appropriate experts on staff and available to be prepared for the wide range of regulatory issues that may be encountered in Springfield.

Fuss & O'Neill has extensive experience conducting assessment and remediation projects under the MCP. Our LSPs are supported by technical staff and regulatory experts innately familiar with the MCP. Fuss & O'Neill has extensive experience complying with MCP requirements and recommending regulatory strategies that take advantage of the inherent flexibility in the MCP. We are focused on making sure the MCP strategy we recommend to you supports your other project objectives such as minimizing future liabilities or supporting potential funding applications. Members of our project team have experience volunteering on local community boards and committees. Our local public experience provides us a unique position from which we can communicate with town officials and residents.





## **STATE AND FEDERAL REGULATIONS AND PROCEDURES**

Fuss & O'Neill personnel are licensed in accordance with Commonwealth of Massachusetts regulations. Our staff has knowledge of state and federal regulations and has a working relationship with Commonwealth of Massachusetts Department of Labor Standards (DLS) and Massachusetts Department of Environmental Protection (MassDEP) staff as we develop plans, specifications, and variances to perform asbestos abatement work. Licensed disciplines include asbestos inspectors, management planners, asbestos project designers, and asbestos project monitors. We have CIHs, CSPs, LSPs, numerous PEs, and other licensed disciplines, and environmental technical assistants on our staff.

Our staff is required to obtain annual refresher training for many disciplines where we maintain certifications and licenses. We participate in many industry organizations, which ensures that staff is knowledgeable of current industry trends and changes in regulations and standards. We often participate in the development of regulations and standards through participation in task forces and work groups providing input and review of proposed rule changes.

## **ON-CALL SERVICES ARE A CORNERSTONE OF OUR BUSINESS**

Fuss & O'Neill currently provides on-call environmental and engineering services to a number of municipal, state, and federal agencies in New England. A strength that we bring to these projects is our ability to provide expertise for a broad range of environmental disciplines while thoroughly understanding local conditions and applicable regulatory issues. This ability allows us to understand the full scope of these projects and to draw from our vast knowledge base to develop an ultimate solution to assigned tasks.

One of the most important aspects of successfully meeting and exceeding the needs of an on-call assignment is the ability to provide prompt, responsive service with competent, experienced people. This level of service needs to be delivered at both the program management level as well as on each individual assignment for a work product that will provide a seamless addition. We believe your review of this submittal will show that Fuss & O'Neill can provide the proven capability and staff to meet your expectations.

Our firm currently provides on-call hazardous materials consulting, environmental and engineering services to a number of municipalities and state and federal agencies in Southern New England. These services include survey, field investigations, studies, designs, permitting and construction management. We can offer assistance for other engineering needs which may be required as well. The following is a list of our current on-call experience in Massachusetts:



Summary of On-call Experience	Master Planning, Reports, and Studies	Civil Design & Contract Documents	Construction Support	Roadway Drainage & Sewer Design	Survey	Geotechnical	Environmental	Permitting	Structural	Community Outreach & Public Relations	Landscape Architecture
Needham Environmental*											
Holyoke	•	•	•	•	•		•	•	•	•	
Holyoke Gas & Electric	•	•	•	•	•		•	•	•	•	•
West Springfield	•	•	•	•	•			•		•	•
Central Massachusetts Regional Stormwater Coalition		•		•			•	•		•	•
Springfield	•	•		•	•			•		•	•
Pittsfield	•	•	•	•	•			•	•	•	•
Somerset								•		•	
Carver			•					•		•	
Swansea			•					•		•	
Eversource Energy, Wester	•	•	•		•	•	•	•	•	•	
Massachusetts Port Authority		•	•				•			•	
MA Division of Ecological Restoration			•				•			•	
OSD Statewide Environmental Testing							•	•			
MassDOT							•	•			
MA Department of Conservation and Recreation							•	•			
Cape Cod Conservation District		•					•			•	
Southborough	•	•	•					•		•	•
Gardner	•	•	•	•	•			•		•	•
University of Massachusetts	•	•	•	•	•		•	•	•	•	•
South Hadley	•	•		•	•			•		•	
Framingham	•		•				•	•			•
Belchertown	•	•	•	•			•	•			
Belmont Municipal Light	•				•		•	•	•		•
Department of Fish & Game	•		•	•			•	•	•		
MassDevelopment	•						•	•			
DCAM							•				

## OUR MANAGEMENT APPROACH FOCUSES ON SERVING YOU

From our experience with providing on-call services, we have developed a management approach that goes beyond a traditional consultant/client relationship that we believe provides the best results for our clients. This means not only providing expert technical services, but also being able to quickly respond to short-term "emergencies" with appropriate staff and resources as well as thinking beyond the authorizations approved by the City of Springfield.

From our past experience with on-call projects, we understand there are several critical elements to successfully providing on-call services. We believe the four most critical elements are:

- Working as a member of our client's team to successfully complete assigned tasks. This means serving as an extension of our client's staff. This function requires being able to make day-to-day decisions and includes continuously thinking about issues that can affect our client's future. This may include considering regulatory, operational or infrastructure capacity issues that may not be directly related to an assignment.
- Being able to provide flexibility in staffing assignments. This requires assignments to be staffed by team members experienced in the requested discipline, being able to rapidly respond to assignments, and providing enough staff to meet deadlines.
- Providing expertise on a range of topics. It is virtually impossible for a state agency or municipality to maintain a group of technical experts available to address any technical problem that may arise. As a consultant providing these services to a number of clients, we can maintain staff, with very specialized levels of expertise that will be available to you as though they are on your staff.
- Maintaining strong communications with our clients throughout the project. We choose active communications, which will enable you to directly and immediately access our project manager. This keeps our team alert to "issues" before they become "problems," and it ensures we know when to get you involved in decisions.





## SPECIALIZED EXPERIENCE

Our project team has been awarded and performed several similar major term contracts for testing, abatement design and abatement supervision by Government agencies including Massachusetts Department of Capital & Asset Management & Maintenance (DCAMM), Department of Conservation & Recreation (DCR), Operational Services Division (OSD) and the federal Defense Contract Audit Agency (DCAA), the United States Postal Service, and many municipalities throughout Massachusetts.

Our team has conducted over thousands of building surveys ranging from 2,000 to 500,000 square feet in size.

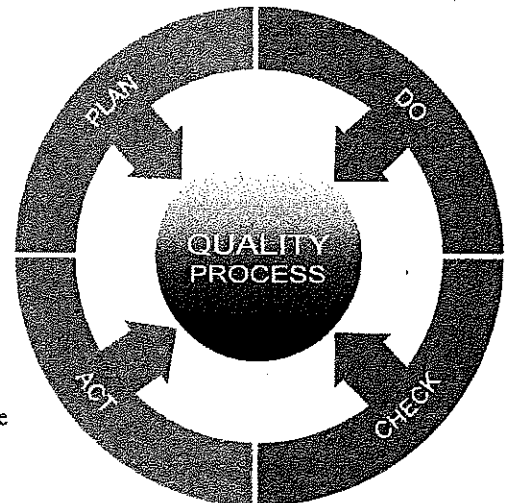
- Our firm has performed project work in residential buildings, hospitals, institutions, government buildings, schools, industrial buildings, and private businesses.
- Our staff meets the certification and licensure requirements of the Commonwealth of Massachusetts Department of Labor Standards. Regulations Section 20-440-1 through 20-440-9 and 20-441, and the Environmental Protection Agency (EPA) 40 CFR 763, Appendix C to Subpart E, Asbestos Model Accreditation Plan (MAP).
- We have tested over 40,000 housing units for lead-based paint, as well as over 4,000 other buildings such as schools, dormitories, daycare centers and office buildings.
- Fuss & O'Neill has the capability to prepare and maintain spreadsheet estimating and invoicing, recordkeeping, and monthly reports.
- We have extensive experience in presenting comprehensive building inspections and presenting details on drawings developed through AutoCAD.

## QUALITY ASSURANCE AND QUALITY CONTROL

It is Fuss & O'Neill's policy to develop and monitor a formal QA/QC program for each project/assignment. The goal of the QA/QC program is to produce projects that maximize client satisfaction and minimize costs, by building into each project consistency, completeness, constructability, clarity, and cost-effectiveness. In addition to common QA/QC steps such as reviews by project leaders, key elements of our QA/QC programs include third-party reviews and the use of checklists.

We use in-house technical experts to review designs and reports, while they are in draft form and prior to being forwarded to our clients. This allows a fresh set of experienced eyes to review a project closely and see potential issues not seen by the project team. Depending on the size of the project, this third-party can participate in reviews at various critical steps of the project. Task leaders are responsible for developing QA/QC plans as part of their work plans.

These quality control measures are applicable to any work produced by subconsultants as well. They are held to the same internal review as any of our in-house staff.



## ABILITY TO PERFORM WORK TO SCHEDULE ON MULTIPLE PROJECTS

We use a staff loading and scheduling system as a management tool which allows us to commit resources to specific projects, and anticipate client needs up to three or more months in advance. Our business plan, prepared on an annual basis and updated quarterly, anticipates staff additions based upon project backlog and new contracts. Our experienced staff and project management style have allowed us to complete these quick turnaround or fast track assignments on or ahead of schedule.

Our overall Project Manager, Carlos Texidor, will serve as the manager for all assignments and your single point-of-contact. For each assignment, Carlos will identify the appropriate task leaders. He will work with the appropriate task leader and you to define the scope of work and our team's level of responsibility for each assignment. The level of effort will be tailored to the assigned level of responsibility. This will apply to designs, third-party reviews of work completed by others, and construction inspection of projects designed by others.

Multi-disciplinary projects may result in multiple task leaders and technical staff. The most appropriately skilled people will be assigned to specific tasks. The Project Manager and task leaders will then be responsible to:

- Build the most appropriate project team for the particular project, staffed with personnel with the right background and experience to perform the work. Our team has a tremendous amount of depth, and we can assign people with the right skills and resources to tackle long- or short-term projects.
- Plan the work in detail and communicate the project plan to the project team and to you. This communication is necessary to keep staff on track, providing the deliverables our clients need.
- Coordinate with the regulatory agencies and ensure that their requirements are understood.
- Maintain quality control.
- Maintain budget control.
- Keep you informed.

### Developing a Work Plan

A small amount of time invested in a well-developed work plan results in a better product delivered to our clients, meeting its quality, budget, and schedule.

Under our project management policy, developing a work plan is a key initial task.

Work tasks defined by duration, effort, cost, and level of assigned staff will be determined.

The plan will determine deliverables and due dates, estimate the effort involved to complete tasks to meet deliverable due dates, and coordinate the project schedule with the calendar.

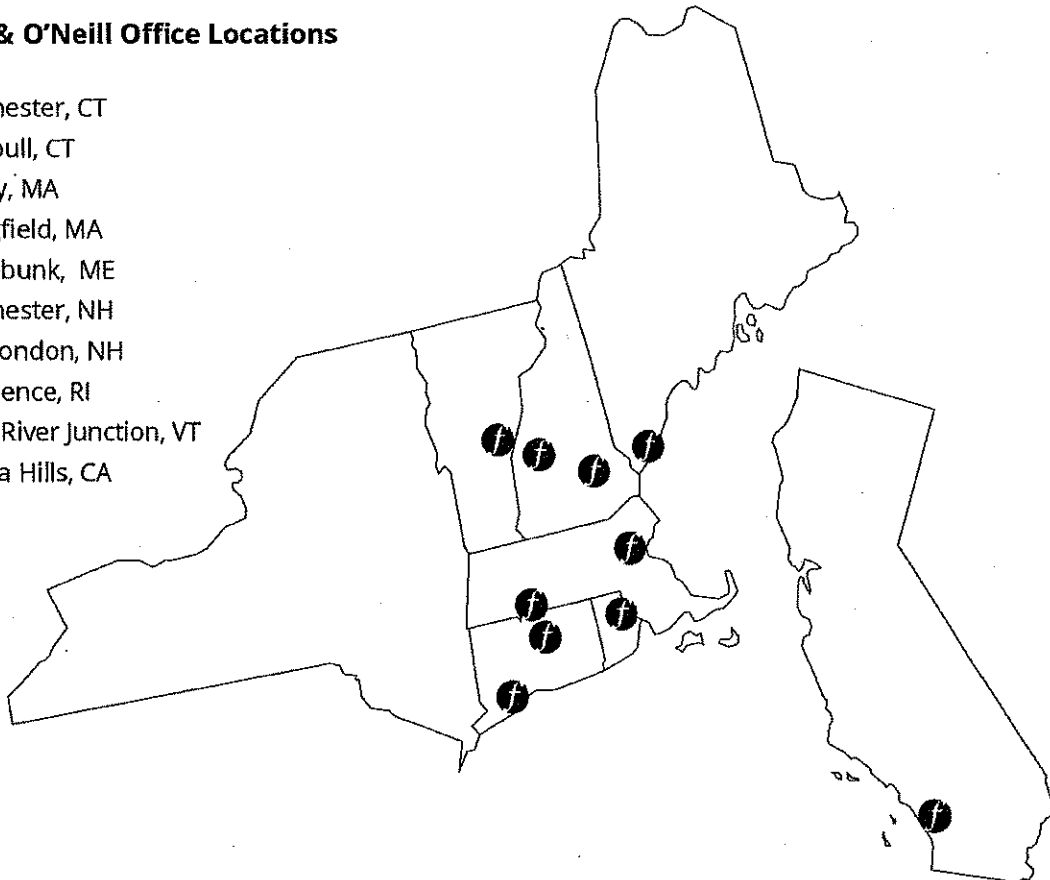
Essentially, this plan and other project information are placed in a single path to achieve your objectives.

## Section 5: Office Locations

1550 Main Street, Suite 400 Springfield, MA 01103 413.452.0445	Heritage Point 108 Myrtle Street, Suite 502 Quincy, MA 02171 617.282.4675
146 Hartford Road Manchester, CT 06040 860.646.2469	56 Quarry Road Trumbull, CT 06611 203.374.3748
317 Iron Horse Way, Suite 204 Providence, RI 02908 401.861.3070	540 North Commercial Street Manchester, NH 03101 603.668.8223
The Gallery Condominium #214 276 Newport Road New London, NH 03257 603.873.4039	205 Billings Farm Road, Suite 6B White River Junction, VT 05001 802.698.0370
5 Fletcher Street, Suite 1 Kennebunk, ME 04043 207.363.0669	23046 Avenida de la Carlota, Suite 600 Laguna Hills, CA 92653 818.538.7273

### **f** Fuss & O'Neill Office Locations

- Manchester, CT
- Trumbull, CT
- Quincy, MA
- Springfield, MA
- Kennebunk, ME
- Manchester, NH
- New London, NH
- Providence, RI
- White River Junction, VT
- Laguna Hills, CA







## Section 6: Legal Matters

In the past ten years there have been no previous, current, or pending investigations of or actions against Fuss & O'Neill, Inc., or any employee of Fuss & O'Neill Inc. by any federal, state, or local regulatory agency. Key personnel to be assigned to this project have not been, and are not currently, subject to any pending investigations or actions.

No government client has terminated a contract or sought removal of our project team during the past three years.

Fuss & O'Neill, Inc. has not incurred any legal name changes that necessitated a filing with the Secretary of the Commonwealth during the past ten years.

During the last seven years, Fuss & O'Neill has not filed for U.S. Bankruptcy Court Protection.

**BIDDERS REFERENCE FORM**

List at a minimum three (3) business references whom you have done volume business and service for in the past five (5) years.

**COMPANY:** City of Springfield Department of Public Works

**Reference Name:** Christopher Cignoli

**Description:** Director of Public Works

**Location:** Springfield, MA

**Contract Amount:** \$ Not to exceed \$500,000 **Completion Date:** Ongoing

**Contact:** Chris Cignoli **Phone:** [REDACTED]

**Owner & Address:** Department of Public Works, 70 Tapley Street, Springfield, MA 01104

**COMPANY:** Elms College

**Reference Name:** Ron Rickey

**Description:** Director of Facilities Planning and Operations

**Location:** Chicopee, MA

**Contract Amount:** \$ \$25,000+ **Completion Date:** Ongoing

**Contact:** Ron Rickey **Phone:** [REDACTED]

**Owner & Address:** Elms College, 291 Springfield Street, Chicopee, MA 01013

**COMPANY:** Springfield College

**Reference Name:** Jennifer Vigneault

**Description:** Project Manager

**Location:** Springfield, MA

**Contract Amount:** \$ \$5,000+ **Completion Date:** 2018

**Contact:** Jennifer Vigneault **Phone:** [REDACTED]

**Owner & Address:** Springfield College, 263 Alden Street, Springfield, MA 01109

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**COMPANY:** Smith College

**Reference Name:** Charlie Conant

**Description:** Senior Project Manager

**Location:** Northampton, MA

**Contract Amount:** \$ \$300,000+ **Completion Date:** Ongoing

**Contact:** Charlie Conant

**Phone:** [REDACTED]

**Owner & Address:** Smith College, 126 West Street, Northampton, MA 01063

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**COMPANY:** Massachusetts Department of Conservation and Recreation

**Reference Name:** Muhammad Chowdhury

**Description:** Civil Engineer

**Location:** State-wide Massachusetts

**Contract Amount:** \$ \$250,000+ **Completion Date:** Ongoing

**Contact:** Muhammad Chowdhury **Phone:** [REDACTED]

**Owner & Address:** Mass DCR, 251 Causeway Street, Suite 600, Boston, MA 02114

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## Section 8: Relevant Information

Fuss & O'Neill has included one team members for the On-call Lead Abatement Environmental Services RFP Number 20-054 who hold their license Massachusetts Department of Public Health Lead Paint Inspector. They can perform necessary lead inspections and risk assessments in accordance with state and federal lead regulations.

Fuss & O'Neill has partnered with Con-Test Analytical Laboratory to perform the necessary laboratory serves for this on-call. Con-Test is AIHA Certified Laboratory and Analytical Services under the direction of a full time Certified Industrial Hygienist. Con-Test has successfully participated in Quality Control programs, Air Testing, Phase Contrast Microscopy, Bulk and Dust Sampling, and Soil Analysis.

Fuss & O'Neill owns a MA-DPH Approved X-Ray Fluorescent Analyzer.

Fuss & O'Neill has the ability to perform dust-wipe sampling analysis for lead.

Fuss & O'Neill has familiarity with OSHA Lead Regulation Requirements 29 CFR 1910-1025.

As outlined in Sections 3 and 4, Fuss & O'Neill has one of the largest hazardous building materials testing and abatement firms in the Northeast. We have tested thousands of housing units for lead-based paint, asbestos, and indoor air quality. Our experience in Massachusetts provides us with a superior understanding of state and federal lead regulations, including risk assessments and federal clearance regulations.

Fuss & O'Neill has Respiratory Protection Plans and Written Programs in accordance with 29 CFR 1910-134.

Fuss & O'Neill holds the following liability insurance with Willis of Connecticut, LLC:

1. General Liability cover of \$2 million (\$1 million per occurrence)
2. Pollution Liability coverage of \$5 million
3. Comprehensive Automobile coverage of \$1 million
4. Excess/Umbrella Liability coverage of \$15 million
5. Professional Liability coverage of \$1 million
6. Workers compensation and disability coverage as required by federal and state law



# AIHA Laboratory Accreditation Programs, LLC

*acknowledges that*

## Con-Test Analytical Laboratory

39 Spruce Street, East Longmeadow, MA 01028

Laboratory ID: 100033

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2005 international standard, *General Requirements for the Competence of Testing and Calibration Laboratories* in the following:

### LABORATORY ACCREDITATION PROGRAMS

- INDUSTRIAL HYGIENE
  - ENVIRONMENTAL LEAD
  - ENVIRONMENTAL MICROBIOLOGY
  - FOOD
  - UNIQUE SCOPES
- Accreditation Expires: March 01, 2020  
 Accreditation Expires: March 01, 2020  
 Accreditation Expires:  
 Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2005 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA-LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

*Wm. Wallace*

William Walsh, CH  
*Chairperson, Analytical Accreditation Board*

Revision 15: 03/30/2016

*Cheryl O. Morton*

Cheryl O. Morton  
*Managing Director, AIHA Laboratory Accreditation Programs, LLC*

Date Issued: 02/28/2018



## AIHA Laboratory Accreditation Programs, LLC SCOPE OF ACCREDITATION

**Con-Test Analytical Laboratory**  
39 Spruce Street, East Longmeadow, MA 01028

Laboratory ID: [REDACTED]  
Issue Date: 02/28/2018

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

### Industrial Hygiene Laboratory Accreditation Program (IHLAP)

Initial Accreditation Date: 06/01/1986

IHLAP Scope Category	Field of Testing (FoT) (FoTs cover all relevant IH matrices)	Technology sub-type/ Detector	Published Reference Method/Title of In-house Method	Method Description or Analyte <i>(for internal methods only)</i>
Chromatography Core	Gas Chromatography	GC/BCD	EPA TO-10 A	
			EPA TO-4 A	
			NIOSH 5503	
	GC/MS		EPA TO-13A	
			EPA TO-14	
			EPA TO-15	
			EPA TO-17	
Liquid Chromatography	HPLC/UV	EPA TO-11A		
Spectrometry Core	Atomic Absorption	CVAA	NIOSH 6009	
	Inductively-Coupled Plasma	ICP/AES	NIOSH 7303	
Miscellaneous Core	Gravimetric		NIOSH 0500	
			NIOSH 0600	

A complete listing of currently accredited Industrial Hygiene laboratories is available on the AIHA-LAP, LLC website at: <http://www.aihaaccreditedlabs.org>



**AIHA Laboratory Accreditation Programs, LLC**  
**SCOPE OF ACCREDITATION**

**Con-Test Analytical Laboratory**  
 39 Spruce Street, East Longmeadow, MA 01028

Laboratory ID: [REDACTED]  
 Issue Date: 02/28/2018

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA-LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

**Environmental Lead Laboratory Accreditation Program (ELLAP)**

**Initial Accreditation Date: 07/25/1994**

Field of Testing (FoT)	Technology sub-type/ Detector	Method	Method Description <i>(for internal methods only)</i>
Paint		EPA SW-846 3050B	
		EPA SW-846 6010C	
Soil		EPA SW-846 3050B	
		EPA SW-846 3051A	
		EPA SW-846 6010C	
Settled Dust by Wipe		EPA SW-846 3050B	
		EPA SW-846 6010C	
Airborne Dust		EPA SW-846 3050B	
		EPA SW-846 6010C	
		NIOSH 7303	

A complete listing of currently accredited Environmental Lead laboratories is available on the AIHA-LAP, LLC website at:  
<http://www.aihaaccreditedlabs.org>

**PROPOSAL FOR ON-CALL LEAD ABATEMENT  
ENVIRONMENTAL SERVICES**

**BID FORM A  
ACKNOWLEDGEMENT OF ADDENDA**

As required by Massachusetts General Laws, Chapter 30B, § 10, the undersigned Bidder certifies under penalties of perjury that this bid, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that it has carefully examined the IFB, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein.

The initial term of the contract will be from November 1, 2019 to July 31, 2020. The City reserves the right at its sole discretion to extend the contract for up to two (2) consecutive additional terms. The first renewal term would be for the period from August 1, 2020 to July 31, 2021. The second renewal term would be for the period from August 1, 2021 to July 31, 2022.

If this Bid is accepted by the City, the undersigned Proposer agrees to execute a contract in the form attached as Exhibit B to the IFB without exception.



The Proposer further certifies under penalties of perjury as follows:

- a. That neither Bidder nor any member of the Bidder's team is currently suspended or debarred from doing business with any government entity and is not federally debarred.
- b. That it has reviewed all of its engagements and pending engagements and that, in making this proposal, no potential for conflict of interest or unfair advantage exists.
- c. That the information supplied by the Bidder in this proposal is current, truthful and complete.
- d. That pursuant to Massachusetts General Laws, Chapter 62C, § 49A, the Bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

The Bidder acknowledges receipt of Addenda numbered: NONE ISSUED \_\_\_\_\_.

Dated this 16th day of October, 2019.



**Signature of Bidder:**   
**Name of Bidder:** Fuss & O'Neill, Inc.  
**State of Incorporation:** Connecticut  
**Business Address:** 1550 Main Street, Suite 400  
**City/State/Zip:** Springfield, MA 01103  
**Telephone:** 

If this proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If this Bidder is being submitted by a partnership, it shall be executed in the partnership name by a general partner.

If this Bidder is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.



**INVITATION FOR BID FOR ON-CALL LEAD  
ABATEMENT ENVIRONMENTAL SERVICES**

**BID FORM B  
SUBCONTRACTOR DECLARATION**

Firm shall list the Subcontracting Company with address, their experience with similar projects to that in which the Bidder intends to use them for here, subcontractor contact person and telephone number..

	<b>Subcontractor (w/ address and Lic #)</b>	<b>Experience (similar projects)</b>	<b>Contact Person (w/ telephone #)</b>
1. Laboratory	Con-Test Analytical Laboratory, Inc. Lab ID #100033	Cambridge Housing Authority Millers River Apartments, Cambridge, MA Knitting Mills Redevelopment, Fall River, MA	Jessica Hoffman Project Manager 413.525.2332

Bidder may copy this Form and use additional sheets as necessary.

Firm shall note by asterisk (\*) if any recorded Subcontractors are MWBE's and/or Section 3 Certified.

Form shall not be altered, amended, supplemented, or substituted by Bidder

Additional subcontractors may be used throughout the duration of this agreement with prior written approval of the City of Springfield, Office of Housing.

**COLLUSION OR FRAUD STATEMENT**

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

Eric Bernardin, Vice President

\_\_\_\_\_  
(NAME OF PERSON SIGNING BID)



\_\_\_\_\_  
(SIGNATURE)

Fuss & O'Neill, Inc.

\_\_\_\_\_  
(COMPANY)

**STATEMENT OF BIDDER QUALIFICATIONS**

Proposers must submit list of all similar projects completed within the last three years. This information will be used to establish eligibility of bidder for contract award. Any format used by the bidder to supply this information must include the information requested below. Defaulted projects must be listed.

Contractor Liberty Affordable Housing Inc.

Project: Northeast Knitting Mills Lead Compliance

Description: Lead consulting services for redevelopment of former textile mill.

Included comprehensive inspections for 100 units for compliance certificates.

\_\_\_\_\_

\_\_\_\_\_

Location: Fall River, MA

Contract amount: \$40,000 Completion date: Ongoing

Contact: Tara Miller Phone: [REDACTED]

Owner & Address: Liberty Affordable Housing, Inc.

117 West Liberty, Street, Rome, NY 13440

\_\_\_\_\_

Contractor Dietz & Company Architects

Project: Cambridge Housing Authority Miller River Apartments Project Monitoring

Description: Project monitoring services for an envelope investigation at the site.

\_\_\_\_\_

\_\_\_\_\_

Location: Cambridge, MA

Contract amount: \$7,000 Completion date: Ongoing

Contact: Kerry Dietz Phone: [REDACTED]

Owner & Address: 55 Frank B. Murray Street, Suite 201, Springfield, MA 01103

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Contractor ICON Architects

Project: Washington Elms Housing Development HazMat Consulting Services

Description: Fuss & O'Neill provided hazardous building material consulting services that included inspection for asbestos, lead and bulk air sampling for asbestos.

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Location: Cambridge, MA

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Contract amount: \$7,000 Completion date: 2017

Contact: Janis Mamayek Phone: [REDACTED]

Owner & Address: 101 Summer Street, Boston, MA 02110

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**BIDDERS REFERENCE FORM**

List at a minimum three (3) business references whom you have done volume business and service for in the past five (5) years.

**COMPANY:** City of Springfield Department of Public Works

**Reference Name:** Christopher Cignoli

**Description:** Director of Public Works

**Location:** Springfield, MA

**Contract Amount:** \$ Not to exceed \$500,000 **Completion Date:** Ongoing

**Contact:** Chris Cignoli **Phone:** [REDACTED]

**Owner & Address:** Department of Public Works, 70 Tapley Street, Springfield, MA 01104

**COMPANY:** Elms College

**Reference Name:** Ron Rickey

**Description:** Director of Facilities Planning and Operations

**Location:** Chicopee, MA

**Contract Amount:** \$ \$25,000+ **Completion Date:** Ongoing

**Contact:** Ron Rickey **Phone:** [REDACTED]

**Owner & Address:** Elms College, 291 Springfield Street, Chicopee, MA 01013

**COMPANY:** Springfield College

**Reference Name:** Jennifer Vigneault

**Description:** Project Manager

**Location:** Springfield, MA

**Contract Amount:** \$ \$5,000+ **Completion Date:** 2018

**Contact:** Jennifer Vigneault **Phone:** [REDACTED]

**Owner & Address:** Springfield College, 263 Alden Street, Springfield, MA 01109

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**COMPANY:** Smith College

**Reference Name:** Charlie Conant

**Description:** Senior Project Manager

**Location:** Northampton, MA

**Contract Amount:** \$ \$300,000+ **Completion Date:** Ongoing

**Contact:** Charlie Conant **Phone:** [REDACTED]

**Owner & Address:** Smith College, 126 West Street, Northampton, MA 01063

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**COMPANY:** Massachusetts Department of Conservation and Recreation

**Reference Name:** Muhammad Chowdhury

**Description:** Civil Engineer

**Location:** State-wide Massachusetts

**Contract Amount:** \$ \$250,000+ **Completion Date:** Ongoing

**Contact:** Muhammad Chowdhury **Phone:** [REDACTED]

**Owner & Address:** Mass DCR, 251 Causeway Street, Suite 600, Boston, MA 02114

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**TO BE INCLUDED IN ALL SPECIFICATIONS**

**COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.**

**A. COMPLIANCE WITH TAX LAWS**

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

**B. TAX CERTIFICATION AFFIDAVIT.**

The contractor must complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

**C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.**

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

**D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.**

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

# TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number \_\_\_\_\_ State Identification Number \_\_\_\_\_ Federal Identification Number \_\_\_\_\_

Company: Fuss & O'Neill, Inc.

P.O. Box (if any): \_\_\_\_\_ Street Address Only: 1550 Main Street, Suite 400

City/State/Zip Code: Springfield, MA 01103 E-mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

List address(es) of all other property owned by company in Springfield: \_\_\_\_\_

Please Identify if the bidder/proposer is a:

Corporation

Individual \_\_\_\_\_ Name of Individual: \_\_\_\_\_

Partnership \_\_\_\_\_ Names of all Partners: \_\_\_\_\_

Limited Liability Company \_\_\_\_\_ Names of all Managers: \_\_\_\_\_

Limited Liability Partnership \_\_\_\_\_ Names of Partners: \_\_\_\_\_

Limited Partnership \_\_\_\_\_ Names of all General Partners: \_\_\_\_\_

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

## FEDERAL TAX CERTIFICATION

I, Eric M. Bernardin certify under the pains and penalties of perjury that Fuss & O'Neill, Inc., to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Fuss & O'Neill, Inc. Eric M. Bernardin Date: 10/16/2019  
Bidder/Proposer/Contracting Entity Authorized Person's Signature

## CITY OF SPRINGFIELD TAX CERTIFICATION

I, Eric M. Bernardin certify under the pains and penalties of perjury that Fuss & O'Neill, Inc., to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Fuss & O'Neill, Inc. Eric M. Bernardin Date: 10/16/2019  
Bidder/Proposer/Contracting Entity Authorized Person's Signature

## COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Eric M. Bernardin certify under the pains and penalties of perjury that Fuss & O'Neill, Inc., to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Fuss & O'Neill, Inc. Eric M. Bernardin Date: 10/16/2019  
Bidder/Proposer/Contracting Entity Authorized Person's Signature

Notary Public

STATE OF Massachusetts October 16, 2019

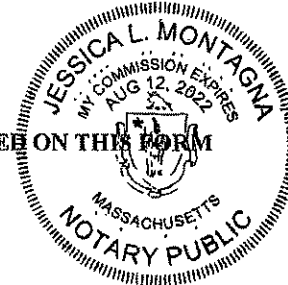
County of Hampden, ss.

Then personally appeared before me [name] Eric Bernardin [title] Vice President of [company] Fuss & O'Neill, Inc., being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Fuss & O'Neill, Inc.

Jh  
Notary Public

My commission expires: August 12, 2020

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT SUBMISSION.



AFFIRMATIVE ACTION PLAN  
(GOODS AND SERVICES BID ONLY)

NAME OF PROJECT On-call Lead Abatement Environmental Services BID NO. 20-054

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COL. B THRU F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F
326	201	3	2	2	0	106	5	6	1	0

B.) What is your anticipated work force for this project/service? 14  
Number of Minorities 1 Number of Females 4

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

MALE --- FEMALE: Black, Hispanic, Asian, American Indian,  
Alaskan Native, Cape Verdean,  Caucasian.

*Tim M. Bush*  
AUTHORIZED SIGNATURE

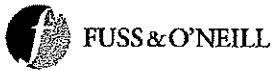
10/16/2019  
DATE

Fuss & O'Neill, Inc.  
FIRM

1550 Main Street, Suite 400, Springfield, MA 01103  
ADDRESS

[REDACTED]  
TELEPHONE NUMBER

**THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL,  
AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS  
PROVIDED OR NOT.**



## Corporate Resolution/Certificate of Authority

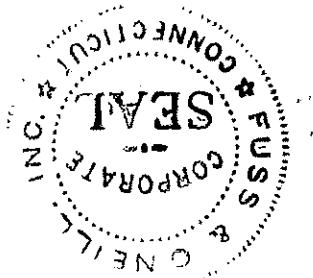
I, Kevin K. Chase, the undersigned, do hereby certify that I am the Corporate Secretary of Fuss & O'Neill, Inc., a Connecticut Corporation, and that the following resolution was duly adopted by the Board of Directors of Fuss & O'Neill, Inc. on August 21, 2019. It is hereby resolved that the officers of the Corporation listed below be authorized and directed to execute any and all contracts, documents and any other pertinent instruments in connection with the Corporation.

### Officers of the Corporation:

Kevin J. Grigg: CEO, President  
Kevin K. Chase: CFO, Secretary  
Dean E. Audet: Senior Vice President  
Ted J. DeSantos: Senior Vice President  
Christopher J. Ecsedy: Senior Vice President  
Craig M. Lapinski: Senior Vice President  
Virgil J. Lloyd: Senior Vice President  
Timothy J. St. Germain: Senior Vice President  
Andrew R. Zlotnick: Senior Vice President  
Robert L. May, Jr., Senior Vice President  
John A. Chambers: Senior Vice President  
Kevin W. Johnson, Senior Vice President  
Robert M. Danielson: Vice President  
Christopher J. Ferrero: Vice President

Eric M. Bernardin: Vice President  
Erik V. Mas: Vice President  
Phillip E. Forzley: Vice President  
Kurt A. Mailman: Vice President  
Kevin M. Sullivan, Vice President  
Shawn M. Martin, Vice President  
Kristen E. Solloway, Vice President  
Adam M. Barbash, Vice President  
Charles Ahles, Vice President  
John P. Byatt, Vice President  
JoAnn Fryer, Vice President  
Margaret K. Snape, Vice President  
Katherine Nanowski, Vice President  
Elizabeth Landry, Vice President

I do further certify that the above Resolution has not been amended and is now in full force and effect.



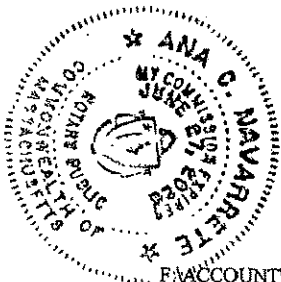
ATTEST:

*Kevin Chase*

Kevin K. Chase  
CFO, Corporate Secretary  
Date: 10-16-19

A TRUE AND ATTESTED COPY

*Ana C. Navarrete*  
Date: 10/16/19  
My commission expires: 6/27/2025



**PROPOSAL FOR ON-CALL LEAD ABATEMENT  
ENVIRONMENTAL SERVICES**

**BID FORM C - PRICING**

Description	Type of Service(s)	Unit Price	Estimated Quantity	Price
1. MA Licensed Lead Paint Inspector: Initial Inspection	On Site Inspection, Risk Assessment, and Report	\$ 600.00 Per Dwelling Unit	50 Dwelling Units	\$ 30,000
2. Pre-Abatement Lead Based Paint Analysis (Dust Wipe Sampling: 5-day Turnaround)	Collection, Lab, & Results	\$ 9.00 Per sample	500 Samples	\$ 4,500
3. Pre-Abatement Lead Based Paint Analysis (Soil Sampling: 5-day Turnaround)	Collection, Lab, & Results	\$ 15.00 Per sample	75 Samples	\$ 1,125
3. (1) Lead Based Paint Project Designer: Cost Estimate	On Site Inspection & Report	\$ 500.00 Per Dwelling Unit	50 Dwelling Units	\$ 25,000
4. MA Licensed Lead Paint Inspector: Re-Inspection	On Site Inspection, Report, and Letter of Compliance (if applicable)	\$ 300.00 Per Dwelling Unit	50 Dwelling Units	\$ 15,000
5. MA Licensed Lead Paint Inspector: Each Subsequent Re-inspection (upon failure of 1 <sup>st</sup> re-inspection)	On Site Inspection, Report, and Letter of Compliance (if applicable)	\$ 300.00 Per Dwelling Unit	10 Dwelling Units	\$ 3,000
6. Post-Abatement Lead Based Paint Analysis (Dust Wipe Sampling: 2-day Turnaround)	Collection, Lab, & Results	\$ 10.00 Per sample	500 Samples	\$ 5,000
7. Post-Abatement Lead Based Paint Analysis (Soil Sampling: 2-day Turnaround)	Collection, Lab, & Results	\$ 18.00 Per sample	75 Samples	\$ 1,350
			<b>Bid Total:</b>	<b>\$ 84,975</b>

**Notes:**

1. Estimated quantities and total are solely for the purpose of determining low bidder and are not intended to represent future project assignments and/or contract award amounts.
2. All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.
3. Form shall not be altered, amended, supplemented, or substituted by Bidder.

The undersigned Bidder certifies under penalties of perjury that this Bid, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word "Person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that he has carefully examined the IFB, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein for the prices set forth below.

The Bidder certifies that the information contained in this bid is current, truthful and complete.

Dated this 16th day of October, 2019.

Signature of Bidder: 

Name of Bidder: Fuss & O'Neill, Inc.

State of Incorporation: Connecticut

Business Address: 1550 Main Street, Suite 400

City/State/Zip: Springfield, MA 01103

Telephone: 

If this bid is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer's authority to submit the bid shall be attached.

If the bid is being submitted by a partnership, it shall be executed in the partnership name by a general partner. If this bid is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

## Corporate Resolution/Certificate of Authority

I, Kevin K. Chase, the undersigned, do hereby certify that I am the Corporate Secretary of Fuss & O'Neill, Inc., a Connecticut Corporation, and that the following resolution was duly adopted by the Board of Directors of Fuss & O'Neill, Inc. on August 21, 2019. It is hereby resolved that the officers of the Corporation listed below be authorized and directed to execute any and all contracts, documents and any other pertinent instruments in connection with the Corporation.

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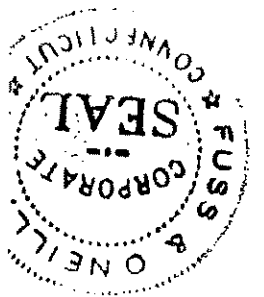
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Margaret K. Snape, Vice President  
Katherine Nanowski, Vice President  
Elizabeth Landry, Vice President

I do further certify that the above Resolution has not been amended and is now in full force and effect.


ATTEST:



Kevin K. Chase  
CFO, Corporate Secretary  
Date: 10-16-19



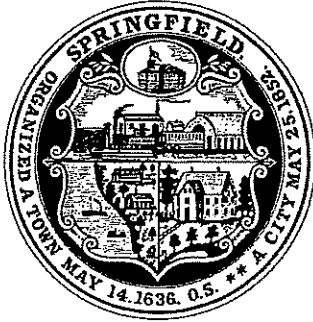
A TRUE AND ATTESTED COPY

  
Ana C. Navarrete  
Date: 10/16/19  
My commission expires: 6/27/2025









City of Springfield  
Office of Procurement  
36 Court Street  
City Hall – Room 307  
Springfield MA 01103

November 4, 2019

Fuss & O'Neill, Inc.  
1550 Main Street  
Springfield, MA 01103

RE: *Notice to Proceed; City Bid No. 20-054*

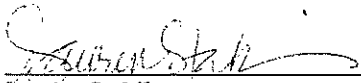
Hello:

The City of Springfield Office of Procurement is issuing this “**Notice to proceed**”, effective November 4, 2019, for the City of Springfield Office of Housing and Neighborhood Services and Disaster Recovery and Compliance. This Notice to Proceed is for On-Call Lead Abatement Environmental Services pursuant to City of Springfield Bid 20-054 while a formal contract is being drafted for an amount not to exceed:

**One Hundred Thousand Dollars and 00/100**  
**\$100,000.00**

Work performed under the Notice to Proceed will adhere to the conditions as stated in the formal bid documents as an exhibit to the contract being prepared. Please commence work upon receipt of this notice. The Contract will be forwarded to your attention upon completion and execution. Please sign and return this document as soon as possible with a copy of your updated insurance certificate. A fax followed by an original is acceptable.

Sincerely,

  
\_\_\_\_\_  
Lauren Stabilo  
CHIEF PROCUREMENT OFFICER

cc: Robert DeMuis, Deputy Director of Housing  
Tina Sullivan, Director of Disaster Recovery  
Gerry McCafferty, Director of Housing

  
\_\_\_\_\_  
Fuss and O'Neill

DATED: November 27, 2019





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. fka Willis of Connecticut, LLC c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C, No, Ext):</b> [REDACTED]	<b>FAX (A/C, No):</b> [REDACTED]
<b>E-MAIL ADDRESS:</b> [REDACTED]		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hartford Casualty Insurance Company		[REDACTED]
<b>INSURER B:</b> Twin City Fire Insurance Company		[REDACTED]
<b>INSURER C:</b> Hartford Fire Insurance Company		[REDACTED]
<b>INSURER D:</b> Lexington Insurance Company		[REDACTED]
<b>INSURER E:</b>		
<b>INSURER F:</b>		

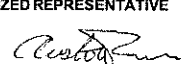
**COVERAGES**                      **CERTIFICATE NUMBER:** [REDACTED]                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	02 UUN BA0858	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		02UENBA0813	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	02WEE19372	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Auto Liability - MA</b> Scheduled Autos		02UENBA0809	04/01/2019	04/01/2020	Combined Single Limit \$1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Named Insureds:  
 Fuss & O'Neill, Inc.  
 Fuss & O'Neill Manufacturing Solutions, LLC  
 Fuss & O'Neill Consulting Engineers, P.C. dba Fuss & O'Neill of New York  
 SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  City of Springfield 36 Court Street Springfield, MA 01103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Willis Towers Watson Northeast, Inc. Eka Willis of Connecticut, LLC		<b>NAMED INSURED</b> Fuss & O'Neill, Inc. 1550 Main Street Suite 400 Springfield, MA 01103 USA	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

PROJECT NUMBER: 20190883.B10 PROJECT NAME: On-Call Lead Environmental Services  
PROJECT MANAGER: Carlos Texidor PROJECT ADDRESS/LOCATION: Sprignfield, MA

The City of Springfield is included as an Additional Insured with respects to General Liability.

INSURER AFFORDING COVERAGE: Hartford Fire Insurance Company  
POLICY NUMBER: [REDACTED] EFF DATE: 04/01/2019 EXP DATE: 04/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Blanket Building & BPP	Limit:	\$8,214,421
	Deductible	\$2,500

INSURER AFFORDING COVERAGE: Lexington Insurance Company  
POLICY NUMBER: [REDACTED] EFF DATE: 04/01/2019 EXP DATE: 04/01/2020

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Ea Claim:	\$5,000,000
No Retro Date Applies	Aggregate:	\$5,000,000
	Retention	\$300,000